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May 18, 2012

File No.  
32269.03

Mr. Anthony (Tony) Knight  
Supervisor, Office of Petitions  
United States Patent and Trademark Office  
**Customer Service Window, Mail Stop Petitions**  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

**Re: Petitioner's Brief in Support of Petition to the Director to Reinstate United States Patent 6,793,224**

Dear Tony:

I write pursuant to my voicemail message left on your phone on Friday, May 18, 2012. I spoke with Coke Stewart, Associate Solicitor at USPTO, earlier this week, concerning the filing of the above-described brief. She stated that I should contact you simultaneous with the filing of this brief. We attempted to file the document electronically earlier tonight. However, it would not load properly. I therefore am mailing a copy of the Petition and supporting papers to your attention, through the Los Angeles International Airport Post Office, so as to conform to the Friday deadline. I will contact you on Monday morning.

Very truly yours,



Thomas J. Speiss, III, of  
LEWIS BRISBOIS BISGAARD & SMITH LLP

Encl. (Via First Class Mail only)

cc: Stephen Obermeier, AUSA (via E-mail only, without enclosure)  
Damon W.D. Wright (via E-mail only, without enclosure)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Patentee : Carver International, Inc.  
Patent No. : 6,793,224  
Issue Date : September 21, 2004  
Application No. : 09/801,536  
Filing Date : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
Attorney Docket : 32269-3

**PATENTEE'S BRIEF IN SUPPORT OF PETITION TO THE DIRECTOR**  
**TO REINSTATE UNITED STATES PATENT 6,793,224**  
**37 C.F.R. §1.181**

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**37 C.F.R. §1.181**

Pursuant to 37 C.F.R. § 1.181, Petitioner, Carver International, Inc., requests reinstatement of United States Patent 6,793,224 (“the ‘224 patent”).<sup>1</sup>

**I. THE ECONOMIC IMPACT OF THE ‘224 PATENT**

Carver International, Inc., which does business as Carver Skateboards (“Carver”), is a well-known skateboard industry leader. El Segundo-based Carver, which employs about 15 people and manufactures its skateboards in its El Segundo factory, has pioneered the art of “surf-skating.” Carver’s inventions have revolutionized the surf-skate industry, as well as forever changed the training regimen for competitive surfers, who now utilize Carver skateboards to train *on land* for surfing competitions, which naturally take place *in water*.

While Carver has commercialized, marketed and sold its surf-skateboards for more than a decade, in the past five (5) years, its sales have grown from \$109,000 to an estimated \$1,800,000 for 2012. The Carver skateboards that incorporate the inventions protected by the ‘224 Patent

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<sup>1</sup> A copy of the ‘224 patent is submitted as Ex. 1. For the convenience of the Patent Office, all exhibits submitted in support of this petition are submitted under a separate cover, and hereinafter are referred to as “Ex. \_\_,” without indicating that the Exhibit is “submitted”.

comprise about 92 percent of Carver's total sales. *See*, the Declaration of Neil Stratton ("Stratton Dec."), at ¶¶ 62 to 63.

In the past several weeks, Carver representatives have met with or been referred to several seasoned entrepreneurs and individuals that are affiliated with The Lloyd Greif Center for Entrepreneurial Studies (the "Greif Center"), which is part of the University of Southern California's Marshall School of Business. These individuals have stated, in summary, that: (1) the *present* value of Carver to potential investors if the '224 patent is not expired is about \$4 million to \$5 million, and that, should the '224 patent continue to be monetized, the value of Carver could be worth as much as \$10 million to \$20 million within five (5) years; and, (2) the value of Carver without the '224 patent is about \$2 million, and likely will not increase, as competitors will continue to siphon Carver's present market share for its surf-skateboards, due to the lack of barriers to market entry. *See id.*

The Greif Institute entrepreneurs have been emphatic in their analysis that Carver will have "an uphill battle" securing any additional funding, let alone strategic partners, if the '224 patent remains expired. The '224 patent, therefore, is the lifeblood of Carver, and its reinstatement will allow Carver to continue to secure funding, grow its brands of surf-skateboards, and expand its presence and labor force within the United States.

## **II. BACKGROUND**

### **A. Procedural Background for This Petition.**

On September 21, 2004, the '224 patent was issued by the United States Patent and Trademark Office ("PTO"). The last day to pay the 3.5-year maintenance fee for the '224 patent was Monday, September 22, 2008. The required maintenance fee was not timely paid, and the '224 patent expired September 22, 2008.

On November 1, 2010, a petition under 37 C.F.R. §1.378(b) was filed at the PTO.

(Ex. 2.) On March 21, 2011, a PTO Request for Information was mailed. (Ex. 3.) On May 13, 2011, a response to the Request for Information was filed. (Ex. 4.) On May 25, 2011, a Decision dismissing the petition was mailed. (Ex. 5.) On July 28, 2011, a request for reconsideration of the petition/renewed petition was filed. (Ex. 6.) On December 20, 2011, a Decision on Petition denying the renewed petition was mailed. (Ex. 7.)

On February 21, 2012, a Complaint seeking reinstatement of the ‘224 was filed in the Eastern District of Virginia. (Ex. 8.) It is captioned as *Carver International, Inc. v. David J. Kappos, et al.*, Civil Action No. 1:12CV175 (AJT/IDD) (E.D. Va. 2012) (“*In re Kappos*”). On Thursday, April 12, 2012, as part of an initial conference in *In re Kappos*, it was suggested that Carver dismiss the action and file the instant petition. *In re Kappos* subsequently was dismissed, and Carver herein files this petition.

**B. Initial Development of the Skateboarding Truck Wheel Axle and Initial Patent Protection.**

Neil Stratton, a Venice Beach, California-based surfer, spent several years developing a skateboarding (wheel) axle that allows the front-end wheels to turn and pivot so that its riders feel as if they are skateboarding on a surfboard. Specifically, there is a skateboard truck on the *front* of the skateboard that allows the front wheels to laterally sway from side-to-side. There also is a skateboard truck on the *back* of the skateboard which also allows the back wheels to turn, but not as sharply as the front wheels. Each skateboard truck provides a combination of: (1) adjustable lateral stability, and (2) enhanced skateboard turning abilities. This technology is embodied in the ‘224 patent. (Ex. 1.)

As part of his development process, Stratton created hundreds of drawings and dozens of prototypes to achieve this “feel”.

At about the time Stratton was developing his skateboarding wheel axle, he was working as a furniture designer on a project-by-project contract basis for Azcast Products, Inc. ("Azcast"), which manufactured and sold furniture and accessories. *See, generally,* Stratton Dec., at ¶¶ 5 to 9. Azcast was owned by Eyerick Williamson, whom Stratton had earlier befriended. Subsequently, as the development of the skateboard prototypes began to take shape, Stratton and Williamson discussed commercializing the idea. *See, generally,* the Declaration of Eyerick Williamson ("Williamson Dec."), ¶¶ 2 to 4.

Through the Azcast corporate attorney, Stratton and Williamson met, and Azcast subsequently retained, the Christie Parker Hale firm ("CPH") to draft and prosecute what later became U.S. Patent Application 09/801,536 ("the '536 application"), which concerned the skateboard technology. *See, generally,* Stratton Dec., at ¶¶ 5 to 9; *see also,* Williamson Dec., at ¶ 4. On July 16, 1998, CPH sent a retainer agreement to Williamson, though it (and subsequent versions) was not signed. (*See, e.g., Ex. 9.*) On March 8, 2001, after extensive delays by the CPH firm, and almost *three years* after it had been retained, the CPH firm finally filed the '536 application. *See, generally,* Stratton Dec., at ¶¶ 10 to 14; *see, also,* Williamson Dec. at ¶¶ 7 and 8.

At or about the time CPH was retained, Stratton, Williamson and a senior CPH attorney discussed whether that patent should be assigned to a corporate entity. *See* Stratton Dec., ¶ 16. On or about March 5, 2001, the CPH firm prepared a draft assignment of Stratton's rights to Azcast. (**Ex. 10.**) However, by that time, Stratton, Williamson and a third partner, Greg Falk, had decided to form a new business entity and call it Carver Skateboards. *See id.* at ¶¶ 17 to 18. For this reason, Stratton did not assign the '536 application to Azcast. *Id.*

**C. Formation of Carver Skateboards, Inc.**

On June 28, 2001, Stratton, Williamson and Greg Falk formed Carver Skateboards, Inc. (“Carver Skateboards” or “CSB”). (Ex. 11.) At some point after Carver Skateboards was formed, Stratton formed the (mistaken) belief that he had assigned the ‘536 application to Carver Skateboards, and, from then on, acted according to this mistaken belief. He recently learned, however, that he had never actually assigned the ‘536 application to Carver Skateboards. *See id.* at ¶¶ 19 to 20. At the time Carver Skateboards was formed, CPH continued providing legal services pursuant to its retainer agreement with Azcast, but thereafter addressed correspondence to Williamson as the President of Carver Skateboards. (Ex. 12.)

**D. Subsequent Initial Activity Concerning the ‘536 Application.**

On May 2, 2002, a PTO Restriction Requirement was mailed to CPH. (Ex. 13.) On June 12, 2002, CPH filed an Amendment and Response that was received in Examining Group 3600. (Ex. 14.) On July 22, 2002, a first Office Action on the merits was mailed to CPH. (Ex. 15.)

On August 1, 2002, CPH changed its PTO correspondence address from a Pasadena, California, P.O. Box it had been using to its offices at 350 W. Colorado Blvd., Suite 500, Pasadena, California 91105. (Ex. 16.)

On or prior to September 21, 2002, based upon Stratton’s and Williamson’s dissatisfaction with CPH, and the need to respond to the first Office Action, Carver Skateboards/Stratton retained Tope-McKay & Associates (the “TMA firm”) with the stated goal of handing the prosecution of the ‘536 application. *See, generally,* Stratton Dec. at ¶¶ 20 to 23. When the TMA firm undertook the representation of Carver Skateboards, it did not: (1) request the ‘536 application file from the CPH firm; (2) have any discussions with Stratton or anyone at

Carver Skateboards related to the ownership of the '536 application; (3) provide a written retainer letter to Stratton or anyone at Carver Skateboards; and, (4) otherwise discuss the scope of the representation. *See* Stratton Dec., at ¶ 24. However, from that day forward and continuing for a period of about 10 years, the TMA firm has been the exclusive intellectual property counsel for Carver Skateboards and, later, for Carver International, Inc. *See id.* at ¶ 25.

**E. CPH Withdraws from its Representation of Azcast/Carver Skateboards.**

On August 26, 2002, CPH applied to withdraw as attorneys of record in the pending patent application. (**Ex. 17.**) Such action was likely based, in part, upon a prior letter dated May 24, 2001, demanding payment of CPH's fees. (**Ex. 18.**) On November 8, 2002, CPH supplemented its request to withdraw, and specified that the reason for the request was non-payment of invoices. (**Ex. 19.**)

On November 12, 2002, the PTO granted CPH's application and changed the correspondence address for the '536 application from CPH's offices to Carver Skateboards, in care of Williamson. (**Ex. 20.**) On November 25, 2002, CPH wrote to Williamson, advising him of the acceptance by the PTO of CPH's application to withdraw, and stating that, "further prosecution of this application is now solely your responsibility." (**Ex. 21.**) CPH then filed suit against Azcast and Carver Skateboards for unpaid legal fees in the amount of \$11,817.19. (**Ex. 22.**) Azcast and Carver Skateboards did not file a response to the Complaint, and default judgment was entered. (**Ex. 23.**) For additional discussion concerning this matter, *see, generally*, Williamson Dec., at ¶¶ 11 to 14.

**F. Response to Office Action and Notice of Allowance of the '224 Patent.**

On December 9, 2002, TMA filed a reply to the July 22, 2002, Office Action. (**Ex. 24.**)

Importantly, TMA firm did not: (1) sign the amendment contained in the reply; (2) file a power of attorney (even though it subsequently billed Carver Skateboards for the preparation of a power of attorney form<sup>2</sup>); or, (3) file a change of correspondence address in regard to the application.

(On December 26, 2002, the TMA firm sent to the PTO, via facsimile, a copy of the reply including a signed copy of the amendment, but did not include a power of attorney or change of correspondence address.) (**Ex. 25.**)

On February 20, 2003, the PTO mailed a Notice of Allowance and Issue Fee Due and a Notice of Formal Drawings Required directly to Williamson, in accordance with the change of correspondence address associated with the grant of CPH's request to withdraw. (**Ex. 26;** *see also, Exs. 8 and 20*, and, *see the Tope-McKay Dec., at ¶ 23.*) It appears that Williamson provided the Notice of Allowance and Issue Fee Due to Stratton, who completed the Fee Transmittal form, and on April 15, 2003, mailed it and revised drawings to the PTO. (**Ex. 27;** *see also, Stratton Dec. at ¶ 27.*)

In filling out and completing the Fee Transmittal form, Stratton: (1) listed Carver Skateboards as the assignee; (2) listed Williamson (at Carver Skateboards) as the correspondence address; and, (3) named TMA as the law firm to be listed on the face of the patent. (*See Ex. 27.*) Stratton then signed and returned the Fee Transmittal form to the PTO, enclosing a check in the required amount of \$950. This check was not recorded or deposited by the PTO. *See Stratton Dec., at ¶¶ 27 to 28.* On June 27, 2003, after the deadline to pay the issue fee had passed, the

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*See the Declaration of Cary Tope-McKay (the "Tope-McKay Dec."), at ¶ 22.*

PTO issued a Notice of Abandonment, which was sent to Williamson. *See id.; see also, Exs. 28 through 31*, which detail the history of this transaction, and the PTO's failure to deposit the fee payment; and, *see*, the Tope-McKay Dec. at ¶¶ 23 through 25.

**G. First Petition to Revive the '224 Patent.**

In the spring of 2004, the TMA firm prepared and filed the first Petition to Revive the '224 patent ("First Petition") on the ground that the failure to pay the issue fee was unintentional. (**Ex. 32; see also, generally**, the Tope-McKay Dec. at ¶¶ 26 to 27; and, *see*, the Declaration of Scott Davison at ¶¶ 11 to 12.) In filing the First Petition, the TMA firm again *failed* to submit either a power of attorney or a change of correspondence address, despite the fact that it was handling the prosecution of the '224 patent. TMA's failure to file this form — which it had billed Carver to prepare — was not outside TMA's normal procedural guidelines for its representation of smaller, entrepreneurial clients. *See* the Davison Dec., at ¶¶ 8 through 10; *see also*, the Tope-McKay Dec., ¶¶ 8 through 12.

On June 14, 2004, the First Petition was granted. (**Ex. 33.**) On October 10, 2004, the PTO sent the notice in this regard both to TMA and to Williamson at CSB. (*See Ex. 33; see also, the Tope-McKay Dec. at ¶ 28; see also the Davison Dec. at ¶ 13.*) The file does not indicate a change of address has been submitted, although the address given on the petition differs from the address of record. If appropriate, a request to change the address of record should be filed. A courtesy copy of this decision is being mailed to the address given on the petition; however, the Office will mail all future correspondence solely to the address of record.

**H. Issue Notification and the TMA Firm's Simultaneous Docketing of Upcoming Deadlines for the '224 Patent.**

On September 21, 2004, the '224 patent issued, listing Carver Skateboards, Inc. as the assignee. (*See Ex. 1.*) On October 6, 2004, Scott Davison, an attorney with TMA, sent an email

to Stratton informing him that the patent had been issued. (Ex. 34; *see also*, the Davison Dec. at ¶ 13.) While the e-mail references TMA's receiving the Issue Notification, TMA no longer has a copy of it in its files. *See* the Tope-McKay Dec. at ¶ 28. On December 7, 2004, Davison sent a letter to Stratton concerning overdue balances and reiterating that the patent had issued, but stating that the TMA firm did not yet have the official printed copy of the patent. (Ex. 35.)

Around this time, one or both of Messrs. Tope-McKay and Davison (the "TMA Attorneys") stated to Stratton that TMA would enter all due dates concerning the '224 patent, including the maintenance fees, into its computerized docketing system, and the system would generate a reminder when fees were due. *See* the Stratton Dec. at ¶ 33. The TMA Attorneys explained to Stratton that such calendaring was TMA's standard practice for monitoring its' clients' upcoming deadlines, including numerous clients much larger than Carver. *See id.* Because TMA: (1) was in the business of intellectual property law; (2) held itself out to Stratton as experienced patent counsel; and, (3) was handling the prosecution — and now maintenance of the '224 patent — Stratton relied on those statements and believed that TMA would issue the reminders to him concerning the '224 patent at the appropriate time(s). *See id.*

Cary Tope-McKay's declaration supports Stratton's recollection of, and reliance on, the TMA docketing policies and software for all reminders that would be generated concerning the '224 patent. In his declaration, Tope-McKay states,

"At some point after the patent issued, TMA personnel entered the relevant data into our docketing system, including: [t]he patent issue date; and [t]he due dates for the various maintenance fee payments (which are automatically populated by the database). . . . Contact information for sending

reminders when maintenance-fee payments came due is derived from information in the docketing system.. [sic]

“The above information was entered into the docketing system by Scott Davison. . . . While Scott Davison was a TMA associate attorney, as I stated earlier, my firm used multiple means to reduce overhead. One of those was to spread administrative tasks among patent agents, paralegal, junior associates and other employees when they were otherwise underutilized. In the fall of 2004, Scott, thus, had responsibility for docketing USPTO correspondence. (This has been confirmed by a review of billing records for multiple matters from that time period.) The docketing system we use is a package called Case Tracking System (CTS) from FlexTrac Systems, Inc. It is a “turnkey” system built around a Microsoft Access database. We have used the same program since approximately 2001, and it has been very reliable. It has never failed to alert us to an impending deadline.”

*See the Tope-McKay Dec. at ¶¶ 29 to 32.*

**I. The TMA Firm’s Docketing of the 3.5 Year Maintenance Fee for the ‘224 Patent.**

The first administrative maintenance fee for the ‘224 patent was to be paid between September 21, 2007 and September 22, 2008. As TMA subsequently learned, on or about February 29, 2008, the docketing system alerted Rachel Herrera, who was and is the TMA Office Manager, that the window for payment of the 3.5-year maintenance fee for the ‘224 patent had opened. *See the Tope-McKay Dec. at ¶ 38.* Herrera then drafted a letter to Stratton and sent it as an attachment to an e-mail addressed to neil.stratton@comcast.com. (Ex. 36.) Herrera did not

contact Stratton by any other method, and no other TMA attorney spoke with Stratton specifically about this matter. *See id.*

The e-mail never reached Stratton because that e-mail address contained a typographical error: there is no period between “Neil” and “Stratton.” Rather, the correct address was neilstratton@comcast.com. *See id.* at ¶ 40. Scott Davison, the TMA attorney who originally docketed the reminder notices and entered the email address, was employed by the TMA firm for several years as a patent agent and then attorney. *Id.* at ¶ 41. Davison was a reliable employee and did not have a history of careless errors. *Id.* The TMA firm never received an indication that the e-mail had not been delivered successfully as addressed (*e.g.*, the e-mail did not “bounce”). *Id.* at ¶ 42.

**J. The TMA Firm Had Been Handling Carver’s Intellectual Property Matters Since September 21, 2002.**

To eliminate any confusion, TMA had been handling Carver’s intellectual property matters since on or about September 21, 2002, and had multiple, ongoing and direct communication with Stratton from February 29, 2008 through September 21, 2010, which is the 30-month time period in which the 3.5-year maintenance fee concerning the ‘224 patent could have been paid. Any assertion to the contrary is belied by the steady stream of invoices submitted to Carver by TMA (which total \$34,951.59 for its prosecution efforts) over the 10-year history of the relationship, and the testimony of several declarants, including Messrs. Stratton, Tope-McKay, Marcus Risso and Scott Davison. Specifically,

- Stratton had direct, continuous contact with numerous TMA attorneys, including with Cary Tope-McKay, Scott Davison and Marcus Risso, as well as Stacy Kincaid, a patent agent who became an attorney, on patent matters, and with Zuzanna Poprawski on trademark matters, and the TMA firm

simultaneously was handling several other patent and trademark matters for Carver during this 10-year period. *See* Stratton Dec. at ¶¶ 34 and 43; *see also* Ex. 37, which are copies of the invoices TMA sent to Carver over a 10-year period;

- Beginning in at least as early as October 2004, Stratton “began to treat TMA as his intellectual property counsel more generally. Specifically . . . with the successful issuance of the ‘224 patent as the likely impetus, Neil decided to pursue additional patents.” *See* the Tope-McKay Dec. at ¶ 34; *see also*, generally, the Stratton Dec. at ¶ 34;
- On October 21, 2004, TMA filed a second patent application for Carver, which matured into U.S. Patent 7,287,762. TMA continues to monitor the status of this issued patent. (Ex. 38; *see also*, the Tope-McKay Dec. at ¶ 36; and, *see*, the Declaration of Marcus Risso (“Risso Dec.”), at ¶¶ 6 and 7);
- On March 30, 2007, TMA filed a third patent application for Carver, which matured into U.S. Patent No. 7,828,306. TMA continues to monitor the status of this issued patent. (Ex. 39; *see also*, the Tope-McKay Dec. at ¶ 37, and, *see*, the Risso Dec., at ¶¶ 8 through 11);
- Since October of 2007, the TMA firm has handled many trademark matters for Carver, and contacts Stratton on a regular basis concerning these matters. *See* the Tope-McKay Dec. at ¶ 38;
- On June 30, 2008, which is during the period the maintenance fee could have been paid, TMA filed United States Trademark App. Ser. No. 77/511,901 for CARVER (Ex. 40);

- On or about April 7, 2010, which is during the period the maintenance fee could have been paid, Stratton and Marcus Risso, a TMA patent attorney, specifically discussed the ownership of the '224 patent. According to Marcus Risso, he stated to Stratton that, "I responded that people will sue anyone they can think of, regardless, but suggested some patent ownership structures that he might consider." *See Risso Dec, ¶ 17;*
- In August 2010, which continues to be during the time period in which the maintenance fee could have been paid, Stratton contacted Risso and requested that Risso "draft cease and desist letters [concerning the '224 patent] to a number of identified infringers. . . . Within a few weeks, in August and September, 2010, we sent several cease and desist letters to potential infringers." *See Risso Dec, ¶¶ 18 and 19;*
- On September 17, 2010, which *still* is within the period the maintenance fee could have been paid, TMA filed US TM App. Ser. Nos. 85/132,514, and 85/132,544 for PROTEUS (**Ex. 41 and 42**).

Based on the above, the TMA firm did not merely represent Carver on a piecemeal basis. In fact, it was Carver's sole intellectual property counsel for more than a decade. (*See Ex. 37* for copies of all of the invoices TMA submitted to Carver during this period.)

**K. The Maintenance Fee Reminder for the ‘224 Patent apparently was mailed to the CPH Firm.**

The first administrative maintenance fee for the ‘224 patent was to be paid from September 21, 2007 to September 22, 2008. On or about March 31, 2008, the PTO mailed a “Maintenance Fee Reminder” to the CPH firm. (Ex. 43.) The PTO sent this notice to CPH even though CPH had filed a petition to withdraw as counsel for Carver Skateboards on September 15, 2002, which had been approved, thus requiring the PTO to redirect all future correspondence to Carver Skateboards, according to its own rules. (*See, e.g., Exs. 17 through 20.*)

The CPH firm has no record of having received the Maintenance Fee Reminder from the PTO, or having sent it to Carver, Stratton or TMA. (*See Exs. 44 through 46.*) It is “continuing to investigate” whether it can locate such a transmittal of the reminder to anyone. (*See id.*) None of Carver, Stratton, or the TMA firm have any record of receiving the Maintenance Fee Reminder, or any correspondence or other communication concerning a Maintenance Fee Reminder, from CPH. *See, e.g.,* the Tope-McKay Dec. at ¶ 44; *see also* the Stratton Dec. at ¶ 42.

**L. The Dissolution of Carver Skateboards in 2008.**

In or about May of 2008, Carver Skateboards, while it continued to commercialize, market and ship the surf-skateboards that embody the ‘224 patent, was in the midst of significant management, financial, and product quality issues. *See* the Stratton Dec. at ¶¶ 35 to 37; *see, also,* the Williamson Dec., ¶ 21. Upon discussion, Stratton, Williamson, and Falk decided that Williamson would depart the company and, in furtherance of that, they would dissolve the company. Then, on June 1, 2008, the parties executed a Division of Assets Agreement (“Division Agreement”). (Ex. 47.)

In the Division Agreement, the ‘224 patent was listed as an asset that was owned by Carver Skateboards and to be distributed. *See* the Stratton Dec. at ¶ 38. However, as discussed above, the ‘224 patent had never been assigned to Carver Skateboards. *See id.* at ¶¶ 17 to 20. Stratton, Williamson, and Falk signed the Division Agreement under the assumption that the ‘224 patent had been assigned to Carver Skateboards. *See id.* at ¶ 38. On September 8, 2009, Carver Skateboards was dissolved. (Ex. 48.)

**M. Formation of Carver International, Inc. and Stratton’s and Williamson’s (Mistaken) Belief that the ‘224 Maintenance Fee Had Been Paid.**

On June 6, 2008, Stratton and Falk formed Carver International, Inc. (“Carver International” or “CII”). (Ex. 49; *see also*, Stratton Dec. at ¶ 39.) During the first few months of the transition from Carver Skateboards to Carver International, Stratton and Williamson discussed Carver Skateboard’s intellectual property matters, including whether the maintenance fee for the ‘224 patent had been paid. *See* Stratton Dec. at ¶ 41; *see also* Ex. 50. Stratton and Williamson now understand, after significant investigation and in-person meetings over the past several weeks, that, endemic of their prior business relationship, they were “talking past each other” concerning the payment of this fee. Stratton assumed Carver Skateboards had received a maintenance fee payment reminder. And, for his part, Williamson had provided payment for all patent matters for which Stratton had provided him invoices. Therefore, he answered affirmatively when questioned regarding the payment of a fee. *See id.* at ¶ 42.

This makes sense because Stratton and Williamson informally had established a general protocol for working with the TMA firm, as follows:

- Stratton worked directly with all of the TMA attorneys, including Messrs. Tope-McKay, Risso and Davison, and Mesdame Poprawski, coordinating and handling all matters related to the prosecution of the patents and trademarks;

- Stratton would review and process all mail sent by TMA to Stratton or anyone at Carver;
- If such mail contained a TMA invoice, Stratton would provide that invoice to Williamson with instruction to pay it; and,
- Williamson had no other involvement with the TMA firm or intellectual property matters other than paying invoices.

*See* Stratton Dec., at ¶¶ 40 to 43; *see also*, Williamson Dec., ¶ 18. As Stratton declared,

“I realize now and believe that, as far as Eyerick knew . . . when I asked Eyerick if everything was taken care of [concerning Carver Skateboard’s intellectual property matters], I believe his answer was truthful, because: (1) everything he was aware of (2) that needed to be done (3) was done. And, at the time I asked Eyerick this question, I had not received any bill for paying a maintenance fee and therefore could not have passed such a maintenance fee bill along to Eyerick.”

*See id.*; *see also*, the Williamson Dec., ¶ 23 and ¶ 26. Stratton’s and Williamson’s prior statements in the two petitions submitted to the PTO under 37 C.F.R. § 1.378, which Stratton prepared himself without the help of an attorney — and for which Williamson never even spoke with counsel — further conflated and confused this matter. *See, generally*, Stratton Dec., ¶¶ 59 to 61; *see also, generally*, the Tope-McKay Dec., ¶ 50; and, *see, generally*, the Risso Dec., at ¶¶ 22 and 23.

#### **N. The Notice of Expiration for the ‘224 Patent was sent to the CPH firm.**

On September 22, 2008, the ‘224 patent expired for failure to pay the required maintenance fee. On October 20, 2008, the PTO issued its Notice of Patent Expiration. (Ex.

53.) The PTO sent this notice to CPH even though CPH had successfully withdrawn as counsel for Carver Skateboards on September 15, 2002, redirecting all future correspondence to Carver Skateboards. (*See, e.g., Exs. 17 through 20.*) While CPH has a record of the original Notice of Patent Expiration printed on November 7, 2008, it has no record of having forwarded the Notice to Carver, Stratton or TMA. (*See Exs. 45 through 47.*) It is “continuing to investigate” whether it can locate such a transmittal of the Notice of Expiration to anyone. (*See id.*) However, the original Notice of Expiration remains in the CPH file. (**Ex. 51.**) None of Carver, Stratton, or the TMA firm have any record of receiving the Notice of Expiration, or any correspondence or other communication concerning a Notice of Expiration, from CPH. *See, e.g.,* the Tope-McKay Dec. at ¶ 44; *see also* the Stratton Dec. at ¶ 58.

**O. Neil Stratton’s Communications with the PTO Assignment Office Concerning the ‘224 Patent in the Summer of 2010.**

In the Summer of 2010, Stratton was operating under at least one mistaken belief as well as some apprehension concerning the Division Agreement he, Williamson and Falk had executed, as follows: (1) Stratton continued to believe that he had assigned the ‘224 patent to Carver Skateboards at or about the time Carver Skateboards was formed on June 28, 2001 (*see Stratton Dec., ¶ 20*); and, (2) Stratton wanted to ensure that he, and not Carver Skateboards (which was dissolved), was reflected in the PTO records as the proper owner/assignee of the ‘224 patent.

Stratton contacted one of his TMA attorneys, Marcus Risso, concerning this matter. *See the Risso Dec., ¶¶ 12 to 13; see, also, Ex. 52.* In response to Stratton’s ownership inquiry, Risso did not review the actual status of the patents (including ownership) on the PTO website. *See id.* at ¶ 14. As declared by Risso, he,

“ . . . sent Neil an e-mail suggesting we speak, mentioning within the e-mail that CSB had a substantial overdue balance with TMA; and, forwarded Neil’s e-mail to Cary for consultation regarding the ownership issues presented in Neil’s email. (The resulting communications focused on the ownership issues presented and also resulted in comments regarding the unreasonableness of CPH’s behavior in attempting to collect on past due fees for work that Neil believed CPH had never completed.) . . . Neil and I subsequently spoke on the phone, and I provided him with some general advice on what might be done.”

*See id.* at ¶ 14.

Therefore, on January 1, 2010, Stratton prepared a Petition to Correct Assignment Data (the “Assignee Petition”). (Ex. 53.) The Assignee Petition did not need to be filed, as Stratton was, in fact, the actual owner of the ‘224 patent. However, the Assignee Petition did not include a cover sheet, and was rejected. *See* Stratton Dec., ¶ 48. Stratton contacted the PTO concerning the rejection of the Assignee Petition, and was provided with guidance by a PTO representative who, as Stratton has now come to understand, did not review the status of the ‘224 patent prior to providing guidance to him. *See id.* at ¶¶ 48 and 55.

At about this same time, on April 8, 2010, Stratton again contacted Risso concerning the Assignee Petition. Risso and Stratton discussed Stratton’s potential personal liability as the owner of the ‘224 patent, and Risso again provided him with general advice concerning the benefits and burdens of patent ownership *by persons versus by corporations*. *See id.* at ¶¶ 50 and 51. As declared by Risso, he stated the following to Stratton,

“Neil contacted me regarding his concern that, if he retained ownership of the ‘224 Patent (and other patents), he potentially would be liable to any individual

that was injured while using the invention. I responded that people will sue anyone they can think of, regardless, but suggested some patent ownership structures that he might consider."

*See* Risso Dec., ¶ 17. Risso again provided such advice without reviewing the ownership status of the '224 patent. Had Risso reviewed the records at this time, he would have determined that '224 patent was expired and the maintenance fee could still be paid.

Based upon this additional conversation, on or May 14, 2010, Stratton filed a revised Assignee Petition, whereupon the '224 patent was assigned from Carver Skateboards to Carver International. (**Ex. 54.**) The PTO recorded this assignment at Reel 024411/Frame 0769. (**Ex. 55.**) On June 22, 2010, a Notice of Recordation issued. (**Ex. 56.**) However, the information on it was incorrect, as Carver Skateboards was never the owner of the '224 patent — Stratton always was — and thus could not assign what it did not own.

In any event, it is relevant to once again note that Stratton initiated continual and constant contact with both the TMA firm and the PTO concerning the ownership of the '224 patent during the time when he could have paid the \$450 maintenance fee renewal, as well as any penalties therefore. And had he been so informed, there can be no doubt that this fee would have been paid.

**P. The ‘224 Enforcement Campaign.**

In August 2010, Stratton contacted Risso to request his assistance in protection his invention. *See* the Risso Dec., ¶ 18. Therefore, while “TMA continues to exclusively handle intellectual property prosecution matters [and] has never handled, and has no plans to handle, intellectual property litigation matters,” Risso undertook the project. *See, generally,* the Tope-McKay Dec., ¶ 6; *see, also,* Risso Dec., ¶ 18. Within a few weeks, and without reviewing the status of the ‘224 patent, Risso sent several cease and desist letters to potential infringers, “including some well-known lifestyle companies (which offer surf, skate and wearing apparel goods for sale under various ‘house’ brand names) that are based in southern California.” *See* Risso Dec., ¶ 19. Risso subsequently learned that the ‘224 had been expired for several years. As Risso declares,

“Subsequently, on or about October 19, 2010, while working on one such project, I went to PAIR to copy the claims from the ‘224 Patent as listed on PAIR to incorporate into the letter. While on PAIR, I noticed that, as of September 21, 2010, the status listed the ‘224 Patent as expired for failure to pay the maintenance fees.”

*See id.*, ¶ 20. Risso then informed Stratton that the ‘224 patent had expired on September 21, 2010.

*See id.*

**Q. The Second Petition to Revive the ‘224 Patent.**

Risso and Stratton immediately began to draft a Petition to Revive the patent, which was filed on or about November 8, 2010 (the “Second Petition”). *See* the Risso Dec., ¶ 21. On March 21, 2011, the PTO issued its Request for Information (“RFI”). *See* the Stratton Dec., ¶ 60. Risso and Stratton agreed that Stratton would prepare the draft response, as well as

statements from both Stratton and Williamson. *See id.*; *see also*, Risso Dec., ¶ 22. At no time did Risso and Stratton discuss the draft response and statements from Stratton and Williamson that Risso prepared, after they were prepared. *See* Stratton Dec., ¶ 60; *see also* Risso Dec., ¶ 23. Instead, as declared by Risso,

“On or about May 13, 2011, I reviewed and formatted the Response, and caused it to be [submitted] to the USPTO, in substantially the same form as provided by Neil.”

*See* Risso Dec., ¶ 23. In addition, as declared by Stratton,

“Marcus and I never discussed their contents in detail. Marcus did not interview me to “drill down” on any of the facts and issues. Rather, he accepted the supporting statements as drafted and filed them.”

*See* Stratton Dec., ¶ 60. On or about May 21, 2011, the PTO rejected the Second Petition.

**R. The Third Petition to Revive the ‘224 Patent.**

On or about May 21, 2011, the PTO rejected the Second Petition. Tope-McKay then worked with Stratton in drafting a further renewed petition (the “Third Petition”). *See* Stratton Dec. ¶ 61; *see also* the Tope-McKay Dec., ¶ 49. Tope-McKay then discussed the supporting statements, and, as declared by Stratton, “Cary explained to me what the issues were that concerned the USPTO, and asked me to draft the statements for myself and Eyerick.” *See* Stratton Dec., ¶ 61. In addition, as declared by Tope-McKay,

“Concerning the declarations submitted by Neil and Eyerick Williamson in support of the Third Petition, I explained to Neil what the issues were that concerned the USPTO, and asked him to draft the statements for himself and Eyerick Williamson (whom I have never met or spoken with, to this day) based on his and Eyerick’s

recollection of the relevant events and time periods. I finalized the statements they provided to me, made sure they were properly signed, and incorporated them into the Third Petition."

*See the Tope-McKay Dec., ¶¶ 48.* Subsequently, on December 20, 2011, the PTO denied the Third Petition.

**S. Factual Summary.**

Neil Stratton is an inventor. He has spent almost two decades obsessing on, developing, creating, prototyping and testing the surf-skateboard truck technology that has revolutionized the skateboarding and surfing industries. As a non-lawyer and non-patent specialist, he has done all he can to ensure that his technology — which has been commercialized, resulting in multi-million dollar sales of the skateboards that embody the technology contained in the '224 patent — has been protected through the inventor's rights that form the basis of United States patent law.

Through what can only be described as a perfect storm of unexpected, unusual and difficult-to-explain circumstances that were out of his control, Stratton failed to pay a \$450 maintenance fee on time.

Now, he is faced with the very sobering possibility that: (1) the TMA firm's inclusion of an incorrect e-mail address in its docketing system; (2) the TMA firm's failure to place a phone call or conduct any follow-up concerning Stratton's failure to respond to the bet-the-company e-mail concerning the potential expiration of the very patent that is the lifeblood of his company (which did not make it to him); (3) several instances of misdirected mail and the failure of the CPH firm to forward the misdirected mail; (4) incorrect advice from a well-meaning administrative agency file clerk who he thought he could rely upon (and which he now knows he could not rely upon); and, (5) a sobering inability or unwillingness of retained long-term counsel

to review the status of the '224 patent on multiple occasions, even prior to *sending cease and desist letters* to companies that may file Declaratory Relief actions, could result in the permanent expiration of the '224 patent.

However, as discussed in great detail below, Stratton and Carver can be provided with the very (in fact, only) relief he desires, which is the reinstatement of the '224 patent.

**III. NEIL STRATTON WAS THE PATENTEE-RESPONSIBLE PARTY FOR ALL TIMES RELEVANT TO THE ISSUES RAISED IN THIS PETITION**

It is well settled that the inventor is the initial owner of a patent or patent application and that ownership may be transferred by a writing or by operation of law. See *Beech Aircraft Corp. v. Edo Corp.*, 990 F.2d 1237, 1248 (Fed. Cir. 1993); see, also, *Teets v. Chromalloy Gas Turbine Corp.*, 83 F.3d 403, 407 (Fed. Cir. 1996)

It is uncontested that Neil Stratton is the sole inventor and thus was the original owner of the entire right, title and interest in and to the '224 patent. *See, supra*, Section II.B. In this section, it is stated that, "Neil Stratton, a Venice Beach, California-based surfer, spent several years developing a skateboarding (wheel) axle that allows the front-end wheels to turn and pivot so that its riders feel as if they are skateboarding on a surfboard. . . . This technology is embodied in the '224 patent. (Ex. 1.)" In this section, it is further stated that, "At or about the time CPH was retained, Stratton, Williamson and a senior CPH attorney discussed whether that patent should be assigned to a corporate entity. . . . On or about March 5, 2001, the CPH firm prepared a draft assignment of Stratton's rights to Azcast. . . . Stratton did not assign the '536 application to Azcast."

In addition, in Section II.L above, *supra*, it is stated that, "In the Division Agreement, the '224 patent was listed as an asset that was owned by Carver Skateboards and to be distributed. *See* the Stratton Dec. at ¶ 38. However, as discussed above, the '224 patent had never been

assigned to Carver Skateboards. *See id.* at ¶¶ 17 to 20. Stratton, Williamson, and Falk signed the Division Agreement under the assumption that the '224 patent had been assigned to Carver Skateboards. *See id.* at ¶ 38." See, also, Section II.O. above, *supra*, where it states that, "Stratton continued to believe that he had assigned the '224 patent to Carver Skateboards at or about the time Carver Skateboards was formed on June 28, 2001 (*see* Stratton Dec., ¶ 20)."

**A. No Documentary Evidence Located to Date Establishes that Carver Skateboards, Inc. Was Assigned Any Patent Rights to the Skateboard Truck Invention.**

Neil Stratton has stated under oath his good faith belief that he assigned the patent application to CSI in 2001. (*See* above.) However, no recorded assignment has been located in the PTO records, and no written assignment has been located. While the '224 patent cover page identifies CSI as the assignee, this identification appears to have been the result of Stratton's listing CSI as the assignee when Stratton completed and submitted the Issue Fee Transmittal form. *See, supra*, Section II.F above. However, the mere listing of an assignee on that form has no legal effect, as emphasized on the form itself.

**B. No Documentary Evidence Located to Date Establishes that Carver International, Inc., Had Been Assigned Any Patent Rights to the Skateboard Truck Invention Prior to the May 16, 2012 Assignments and Quitclaims.**

Once Stratton and Williamson had agreed to dissolve CSI in June of 2008, and after Stratton had formed CII to carry on the skateboard business, Stratton was interested in having the PTO records reflect what he thought would have been a correction of the PTO records to indicate a change of ownership from Carver Skateboards to Carver International. *See* Section II.O, *supra*. In discussed in that section, Stratton was unaware of the fact that legal title had apparently never been transferred from him to Carver Skateboards, and therefor it was not possible to transfer of title from Carver Skateboards to Carver International. Stratton's misunderstanding of the law,

however, did not establish that he was not reasonably prudent in regard to accounting for any delay in filing a petition to reinstate the '224 patent. Rather, this tends to show that he was unsophisticated in regard to legal matters. He promptly responded to the PTO, but his prompt response did not have the legal effect that he had believed it had.

For all of the above reasons it is believed that Neil Stratton, as the sole inventor, never assigned patent rights in and to the '224 patent until May 16, 2012. Therefore at all times relevant to this petition he was the patentee-party responsible for payment of the maintenance fee.

**IV. NEIL STRATTON TREATED PAYMENT OF THE MAINTENANCE FEE OF THE '224 PATENT WITH AT LEAST THE DUE CARE OF A REASONABLY PRUDENT PERSON**

The legal standard to show unavoidable delay is that the party responsible for payment of the maintenance fee must show that he exercised "the due care of a reasonably prudent person." *Ray v. Lehman*, 55 F.3d 606 (Fed. Cir. 1995). When determining whether a period of delay in a PTO proceeding is unavoidable, the PTO should take "all the facts and circumstances into account" and decide each petition "on a case-by-case basis." *Smith v. Mossinghoff*, 671 F.2d 533, 538 (D.C. Cir. 1982).

In relying on a short quote from a 1912 decision of the D.C. Circuit, *In re Mattullath*, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912), the *Decision on Petition* dated December 20, 2011 (the "December 2011 Decision") states that the required "reasonable care" standard must be the same as that a reasonable and prudent person "would treat his or her most important business," apparently implying a more strict standard than the "reasonably prudent person" standard of modern cases. (Emphasis added). However, in *Mattullath* the court explained "the meaning to be given to the word 'unavoidable'" as follows,

It is applicable to ordinary care or diligence affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business. It permits them, in the exercise of this care, to rely upon the ordinary and trustworthy agencies of mail and telegraph, worthy and reliable employees, and such other means and instrumentalities as are usually employed in such important business. If unexpectedly, or through the unforeseen fault or imperfection of these agencies and instrumentalities, there occurs a failure, it may properly be said to be unavoidable, all the other conditions of good faith and promptness being present. (Emphasis added).

*Mattullath*, 38 App. D.C., at 514-15. Here, the patented skateboard technology was Stratton's most important business. It was only through any of several unexpected and unforeseen faults in persons or entities in which he reasonably relied was the required fee not paid.

**A. The Failure to Pay the Required Maintenance Fee Was Due to Stratton's Justifiable Reliance on TMA, and But For an Unforeseen Clerical Error Made by a Reliable Employee, He Would Have Timely Paid the Required Fee.**

In a modern case directly on point, where the unavoidable delay related to failure to timely pay a required maintenance fee, the District of Delaware held "a patentee may in fact rely upon counsel to monitor maintenance fee due dates." *California Medical Prods. Inc., v. Tecnomedical Prods. Inc.*, 921 F. Supp. 1219, 1259-1260 (D. Del. 1995), citing, *Ray v. Lehman, supra*, 55 F.3d at 608-09, and *Smith v. Mossinghoff, supra*, 671 F.2d at 538. In *California Medical Prods.*, ("CalMed") the responsible party, Garth, had relied on his patent attorney, Strauss, to inform him on when maintenance fee payment were due. Garth was a legally unsophisticated patent holder, as was Stratton here. The failure to timely pay the fee in *CalMed* was due to a

clerical error made by Strauss' secretary (incorrectly entering information into the firm's docketing system in regard to the patent at issue). In reviewing two decisions by the PTO Commissioner, the district court in *CalMed* emphasized "that a patentee may in fact rely upon counsel to monitor maintenance fee due dates." *Id.*

In *CalMed* the two PTO Commissioner decisions reviewed by the district court were *In re Patent No. 4,409,763*, ("the '763 petition") 7 U.S.P.Q.2d (BNA) 1798 (PTO Comm'r 1988), and *In re Patent No. 4,461,759* ("the '759 petition"), 16 U.S.P.Q.2d (BNA) 1883 (PTO Comm'r 1990) where the Commission determined that "the delay was not unavoidable". *CalMed, supra* at 1259-1260. In the '763 petition the Commissioner found, as a matter of fact that neither the petitioner (the patentee's attorney) nor the patentee "took any steps to ensure timely payment of the maintenance fee". '763 petition, at 1801. In the '759 petition the Commissioner found, as a matter of fact that neither the patentee nor "anyone acting on behalf of the patentee took any steps to docket the due date of the maintenance fee". '759 petition, at 1884.

In the present case, as of September 22, 2008, TMA had been representing the patentee for approximately six years. The attorneys handling the patent application were licensed to practice at the PTO. TMA did successfully overcome the rejections to the patent application when it took over the representation. And, most importantly, the TMA firm did correctly enter the maintenance fee information into its docketing system, and did generate a timely and proper notice to Stratton regarding the due date to pay the required first maintenance fee. However, due to an unexpected and unforeseen imperfection, i.e., a clerical error, in entering Neil Stratton's e-mail address into a TMA database, he never received the notice. *Mattullath*, 38 App. D.C., at 514-15. Stated another way, but for TMA's clerical error, Neil Stratton would have received the TMA notice and would have timely paid the required fee. *CalMed, supra* at 1259-1260.

Here, as in *CalMed* the patentee Stratton relied on his counsel to monitor and inform him of when the maintenance fee was due, and a clerical error was made in the firm's docketing system, which error prevented or was a major contributing cause for the delay.

**B. The Failure to Pay the Required Maintenance Fee Was Due in Part to an Unavoidable Miscommunication between Stratton and Williamson that the First Maintenance Fee Had Been Paid when They Decided to Dissolve Carver Skateboards, Inc.**

Prior to taking over responsibility for patent matters, Stratton had relied on Eyerick Williamson to act on his behalf in regard to communicating with the licensed patent attorneys handling the matter at the PTO. As discussed above, Carver Skateboards was dissolved. As detailed in Section II.L above, *supra*, but for Williamson's telling Stratton that the first maintenance fee had been paid, when in fact it had not been paid, Stratton would have had another opportunity to pay the maintenance fee and would have timely paid the required fee.

**C. Alternatively, the Failure to Pay the Required Maintenance Fee Was Due at least in Part to a Series of Irregularities Caused by the Licensed Attorneys upon Whom Stratton Justifiably Relied.**

The circumstances of this case also include numerous instances of actions by the attorneys handling this matter that may fall below the applicable standards of care required by licensed attorneys. *See, supra*, Sections II.B., II.I, II.J, and II.K. Here, a prime example of how TMA overtly sought to protect its own interests to the detriment of Stratton is in the 2010 petition to the PTO wherein it was repeatedly asserted that TMA represented Stratton on a "piecemeal basis." This is simply not true, as evidenced by the fact that TMA represented Stratton in all patent matters since 2002, and as required by 37 C.F.R. §1.34.

**V. AN ERROR WAS INTRODUCED INTO THE PTO RECORDS WHICH  
DEFEATED A MECHANISM THAT MAY HAVE AVERTED THE PRESENT  
SITUATION.**

Petitioner respectfully submits the following brief argument, for the record and in an abundance of caution.

Petitioner recognizes that, under present case law, the PTO is not required to send Maintenance Fee Reminders and that failure to receive such a reminder cannot form the basis of a patentee's claim of unavoidable delay. *See In re Patent No. 4,409,763, 7 USPQ2d 1798 (Comm'r Pat. 1988), aff'd sub nom. Rydeen v. Quigg, 748 F. Supp. 900, 16 USPQ2d 1876 (D.D.C. 1990), aff'd, 937 F.2d 623 (Fed. Cir. 1991) (table), cert. denied, 502 U.S. 1075 (1992).*

As discussed above, Carver's delay was made unavoidable by the unforeseeable typographical error in the docketing system of the attorney on whom it reasonably relied. Nevertheless, systems on which it did not rely—those of the PTO and the CPH firm—could have averted the present situation had they functioned correctly.

It is uncontestable, that:

- i) Carver never received either the Maintenance Fee Reminder or the Notice of Patent Expiration mailed by the PTO because:
  - (a) A clerical error at the PTO caused those notices to be sent to the wrong address (one used by the CPH firm), and
  - (b) The CPH firm did not forward the notices; and
- ii) Had Carver received either of those notices, then it would have been able to either avoid expiration entirely or obtain revival of the patent by a showing of *unintentional* delay, a much lower standard.

The Code of Federal Regulation and the MPEP state that “All notices, receipts, refunds, and other communications relating to payment or refund of maintenance fees will be directed to the correspondence address used during prosecution of the application as indicated in § 1.33(a)...”<sup>3</sup> 37 CFR 1.363; MPEP § 2540.

The correspondence address for the ‘536 Application was originally a Pasadena California post office box maintained by the CPH firm. On August 1, 2002, CPH filed a Change of Address to the street address of its then offices. The change of address is recorded in the file history of the application. On August 26, 2002, and again on November 8, 2002, CPH filed Petitions to Withdraw as Attorneys of Record, which petitions included directives to change the correspondence address to Williamson, as President of Carver Skateboards. The PTO approved the withdrawal and confirmed the change of address on November 12, 2011. The fact that that change was successful was verified by subsequent notices (such as the Notice of Allowance) being sent to that address.

Thus, petitioner had no reason to believe that there was any problem with respect to his address. Nevertheless, the Maintenance Fee Reminder and the Notice of Patent Expiration were both sent to the original, twice-superseded CPH post office box, in apparent violation of the MPEP and CFR procedures.

Whatever the cause, the result was the same: the notices were sent to Christie Parker and Hale — rather than petitioner — as called for in the regulations. CPH then failed to forward the notices to Petitioner. Petitioner was not relying on the PTO or CPH. Indeed, it believed that CPH was not its counsel. Yet a combination of errors by the PTO and CPH, neither of whom

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<sup>3</sup>

The CFR and MPEP go on to iterate 3 exceptions, none of which apply here.

Petitioner relied on, prevented it from receiving notices that may have prevented the results herein.<sup>4</sup>

## VI. AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT

Authorization is hereby granted to charge Deposit Account 50-3725 for any fee required for the present petition.

## VII. REQUEST FOR HEARING

Petitioner requests an oral hearing in regard to the present petition, if it is deemed necessary.

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<sup>4</sup> In addition, the holding in *Rydeen* may not apply here.

First, while the PTO is not required to send notices, that does not mean that when it *does* send them it is not bound by its other regulations. If a Maintenance Fee Reminder is sent, then the rules for determining the address to which it is to be sent are clear, affirmative and unequivocal: “**All notices** … relating to … maintenance fees **will** be directed to the correspondence address...” 37 CFR 1.363; MPEP § 2540 (emphasis added). The MPEP goes on to state that “The Office **will** mail **any** Maintenance Fee Reminder to the fee address as set forth in 37 CFR 1.363. See MPEP § 2540.” MPEP § 2575(III) (emphasis added).

Second, *Rydee* deals only with Maintenance Fee Reminders. It is silent on the subject of Notices of Patent Expiration, and the reasoning of the decision does not apply to those notices. First, as the decision notes, the regulations repeatedly stress that the PTO is not obligated to send a Maintenance Fee Reminder. The same is not true regarding a Notice of Expiration. The MPEP in that regards is, again, unequivocal and affirmative: “The Office **will** mail a Notice of Patent Expiration to the fee address as set forth in 37 CFR 1.363 when Office records indicate that a patent has expired for failure to pay a required maintenance fee.” MPEP § 2575(V) (emphasis added). Further, the decision and the regulations describe the purpose of a Maintenance Fee Reminder as being to insure that the fee is paid on time. By the time a Notice of Patent Expiration is due to be sent, it is already too late to accomplish that goal.

In *Taylor v. United States PTO*, 339 Fed. Appx. 995 (Fed. Cir. 2009) the court held that the PTO’s failure to comply with its own regulation, MPEP § 2531, concerning the issuance of a Notice of Non-Acceptance of Patent Maintenance Fee was arbitrary and capricious. That regulation is worded in similar terms as to MPEP § 2575(V) governing notices of expiration, to wit: “If the Office considers a payment to be late or insufficient, a notice (e.g., a Notice of Non-Acceptance of Patent Maintenance Fee (PTO-2142)) **will** be sent to the “fee submitter.” MPEP § 2531 (emphasis added).

**VIII. REQUEST FOR INFORMATION FROM THE PTO**

As detailed above it appears that there are some irregularities as related to the PTO's handling of the '224 patent pre- and post-issuance. In order to provide a complete administrative record for review by the District Court for the Eastern District of Virginia, should this petition not be granted, Petitioner requests that the PTO provide documentation or other evidence in regard to the following fact issues:

1. Why was the 03/31/08 Maintenance Fee Reminder addressed to the CPH P.O. Box address rather than to the 350 West Colorado Boulevard address when CPH had changed its customer correspondence address several years earlier?
2. Why was the 10/20/08 Notice of Patent Expiration addressed to the CPH P.O. Box address rather than to the 350 West Colorado Boulevard address when CPH had changed its customer correspondence address several years earlier?
3. To whom was the original '224 patent sent?
4. What, if any internal records explain the processing of the Issue Fee Payment, verifying the payment and then determining that the '224 patent was expired for failing to pay the issue fee.

**IX. REQUEST TO SUPPLEMENT THE RECORD**

Due to the number of parties involved, the age of and difficulty in locating records relating this matter, and the relatively short time permitted to file the present petition, Petitioner might not have located all of the information that is relevant to the factual issues presented herein. Petitioner therefore requests leave to supplement the present record if and when any such information is located.

**X. CONCLUSION**

For all of the above reasons it is believed that United States Patent 6,793,224 should be reinstated.

May 18, 2012

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:

  
Jon E. Hokanson  
Reg. No. 30,069

LEWIS BRISBOIS BISGAARD & SMITH LLP  
221 N. Figueroa Street, Suite 1200  
Los Angeles, California 90012  
(213) 250-1800

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Patentee : Carver International, Inc.  
Patent No. : 6,793,224  
Issue Date : September 21, 2004  
Application No. : 09/801,536  
Filing Date : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
Attorney Docket : 32269-3

**PETITION TO THE DIRECTOR**  
**TO REINSTATE UNITED STATES PATENT 6,793,224**  
**37 C.F.R. §1.181**

Petitioner, Carver International, Inc., (“Carver” or “CII”) hereby invokes the supervisory authority of the Director and requests reinstatement of United States Patent 6,793,224 (“the ‘224 patent”).

On September 21, 2004, the ‘224 patent was issued. The last day to pay the 3.5-year maintenance fee was Monday, September 22, 2008. The required maintenance fee was not timely paid, and the patent expired September 22, 2008.

On November 1, 2010, a petition under 37 C.F.R. §1.378(b) was filed at the PTO. This petition and a renewed petition filed on July 28, 2011 were denied on May 25, 2011, and December 20, 2011, respectively.

On February 221, 2012, a Complaint seeking reinstatement of the patent was filed in the Eastern District of Virginia, *Carver International, Inc. v. David J. Kappos, et al.*, Civil Action No. 1:12CV175 (AJT/IDD) (E.D. Va. 2012) (“*In Re Kappos*”).

On Thursday, April 12, as part of an initial conference in *In Re Kappos*, it was suggested the Carver dismiss the action and file the instant petition. *In Re Kappos* was subsequently dismissed, and Carver now files this petition.

This Petition is based on the concurrently filed Petitioner's Brief, Declarations and Exhibits in support thereof, all exhibits, papers and proceedings in this matter, as well as any other materials or argument presented to the PTO at a hearing of this matter, if a hearing is granted.

The Director is hereby authorized to charge Deposit Account 50-3725 for the fee required under 37 C.F.R. §1.182 (the fee set forth in §1.17(f)) and any other fee required for the Petition and to credit said Account in the event of any overpayment.

Petitioner requests an oral hearing.

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

May 18, 2012

By:

  
Jon E. Hokanson  
Reg. No. 30,069

LEWIS BRISBOIS BISGAARD & SMITH LLP  
221 N. Figueroa Street, Suite 1200  
Los Angeles, California 90012  
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**IN THE UNITED STATES PATENT AND TRADEMARK  
OFFICE**

Patentee : Carver International, Inc.  
Patent No. : 6,793,224  
Issue Date : September 21, 2004  
Application No. : 09801,536  
Filing Date : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
Attorney Docket : 32269-3

**DECLARTIONS IN SUPPORT OF PETITION TO THE DIRECTOR  
TO REINSTATE UNITED STATES PATENT 6,793,224**  
**37 CFR §1.181**

Petitioner, Carver International, Inc., hereby submits its Declarations in Support of Petition to the Director to Reinstate United States Patent 6,793,224, as follows:

<b>Tab</b>	<b>Declarant</b>
A	Neil Stratton
B	Cary Tope-McKay
C	Eyreick Williamson
D	Marcus L. Risso
E	Scott H. Davison
F	Jon E. Hokanson

Respectfully submitted,

May 18, 2012

LEWIS BRISBOIS BISGAARD & SMITH LLP  
By: 

Jon E. Hokanson  
Reg. No. 30,069

LEWIS BRISBOIS BISGAARD & SMITH LLP  
221 N. Figueroa Street, Suite 1200  
Los Angeles, California 90012  
(213) 250-1800

**DECLARATION OF NEIL STRATTON**

I, Neil Stratton declare as follows:

1. I am the CEO and a Director of Petitioner Carver International, Inc. I make this Declaration in support of CII's Petition to the Director to Reinstate United States Patent 6,793,224 ("the '224 patent"). I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

**Background**

**Education and Furniture Making**

2. I was predominantly raised along the beaches of Brazil, where I learned to surf and ride skateboards. While I spoke both English and Portuguese, I moved to Massachusetts in my senior year of high school and lived with a relative, because I wanted to study *in English* and experience United States culture, which I thought would help me later in life. After high school, I attended the Rhode Island School of Design and graduated with a degree in industrial design and glassblowing. I subsequently taught glassblowing for a few years at the University of South Carolina.

3. At the same time as I was teaching others the art of glassblowing, I began to make, by hand, custom furniture for private clients. I would often spend time selecting and chopping wood to use in my custom furniture. I was more interested in making things than teaching, so I focused on my furniture design business full-time. During this time, which was about a 15-year period, I traveled extensively throughout the United States. I did not have a permanent residence, or an office, and slept at camp sites and the homes of good people I met along the way, using my furniture making and art skills to support my lifestyle. I made my way

to northern California, where I continued to make furniture, living at times in a small trailer next to my garage studio.

4. After several years, around 1990 or 1991, I moved to Venice Beach, California, and rented a studio in order to establish roots. I liked Venice's eclectic atmosphere and the opportunity it gave me to once again make surfing and skating a central part of my life.

**Eyerick Williamson: Business Owner, Colleague and Provider**

5. In the early 1990s, I met Eyerick Williamson. At that time, Eyerick was running a metal foundry, El Monte Non-Ferrous Foundry ("El Monte") that did contract metal casting. Eyerick was also running a separate, independent company, Azcast Products, Inc. ("Azcast"), which manufactured and sold furniture and accessories.

6. Eyerick soon hired me on a project-by-project contract basis, as an Azcast designer. As is typical in the furniture industry, I owned my designs and licensed them to Azcast in exchange for royalty payments. As time progressed, I took on additional responsibilities at Azcast, including designing the company's trade show displays and representing the company at trade shows. My compensation significantly increased.

7. In the mid-1990s, I began to formulate ideas for a new type of skateboard truck that eventually matured into the '224 patent. As the development of my ideas and prototypes began to take shape, Eyerick and I began to discuss forming a separate company to develop and commercialize the idea. However, we decided not to incorporate the separate company then because the technology was still in development. Instead, I continued independently to develop the skateboard prototypes.

8. I knew that several furniture companies protected their furniture designs with intellectual property, like patents. I remember discussing with Eyerick the idea of patent protection for my skateboard truck. *At that time*, he was my most trusted business colleague and I had great respect for him.

9. Eyerick's corporate attorney, Ted Fogiliani, recommended that we contact the Christie Parker Hale firm ("CPH").

**Christie Parker Hale: The Initial Patent Application**  
**The Application Process**

10. Azcast retained the CPH firm to draft what became U.S. patent application 09/801,536 ("the '536 application"), that eventually issued as the '224 Patent. Eyerick interacted with CPH regarding administrative matters, such as billing and payment matters. My communication with CPH was mostly by phone and, from time to time, in-person meetings at CPH with individuals assigned to work on the patent application. At this time I did not own a computer and was not using e-mail. Typically, CPH sent its letters to Eyerick at Azcast, and Eyerick would provide those letters to me.

11. At CPH, I was assigned to several people I believed were junior attorneys. I did not have any contact, other than the initial client interviews, with Richard Ward, who was the senior attorney that had signed us up to CPH. Often, after speaking with a junior attorney, months would pass without any further contact from the firm.

12. In addition, when the application was finally close to being completed, I reviewed a draft of it. As part of this review, I discovered that the "Background of the Invention" section had been copied wholesale from one of the prior art references, and did not fit with my skateboard truck invention. While I was assured this did not matter, I myself wrote a more

appropriate description, which was included in the application. I also prepared the drawings submitted with the application.

13. Even more troubling, I recently learned within the past several weeks that the "junior attorney" I worked with the most at CPH, Ulysses Henderson, was not an attorney or patent agent at all, but rather a "Technical Specialist." I had always assumed he was an attorney, though he certainly struck me as inexperienced.

14. In summary, I accepted the above-described client service from CPH as standard in the legal services industry, because this was my first experience with lawyers. However, I found the experience very frustrating and shared my frustrations with Eyerick.

15. On March 8, 2001, the '536 application was filed.

16. In a series of letters between Jeff Payton, then the office manager at Azcast, and Richard Ward of CPH, the incorporation of a new company and ownership of the patent was addressed. Identified as Exhibit 56 is a true and accurate copy of those letters.

**My Belief about Assignment of the '536 Application to Carver Skateboards, Inc.**

17. During the initial client interview, I recall speaking with Richard Ward about ownership of the patent application. At that time, Richard Ward counseled Eyerick and I concerning the benefits of assigning the '536 application to Azcast, which included limiting my personal liability. Identified as Ex. 10 is a true and correct copy the unsigned assignment form prepared by CPH for me to sign patent rights to Azcast.

18. In March 2001, by the time the application was finally ready for submission, we had already decided to move forward with the creation of a new entity, to be named Carver Skateboards, Inc. ("Carver Skateboards" or "CSI"). For this reason, we decided not to make the

assignment to Azcast. We further did not make the assignment to Azcast because Carver Skateboards was not yet actually incorporated.

19. On June of 2001, Eyerick, Greg and I formed Carver Skateboards, Inc. ("CSI" or "Carver Skateboards").

20. At some point after Carver Skateboards was formed, I formed the (mistaken) belief that I had assigned the '536 application to Carver Skateboards. I acted under this mistaken belief until recently. My prior, mistaken belief continued through when I made my statements in earlier petitions that I recalled an assignment having been signed. This clearly was not the case, and my belief was incorrect.

#### **The Initial Rejection of the '536 Application**

21. In July 2002, the United States Patent and Trademark Office ("USPTO") issued a non-final rejection of the '536 application. I was very upset by this, and felt that it reflected on CPH's continuing inattention to my matters. In fact, no one at CPH even explained (before or after the rejection arrived) that this was actually very typical, that the vast majority of patents are rejected initially.

#### **Retention of the TMA Firm**

22. Based upon this rejection and Eyerick's and my dissatisfaction with CPH, I decided to retain new patent counsel. At that time, I was not aware that the CPH firm had — at about the same time — withdrawn from its representation of Azcast because of unpaid bills. I did not learn of that until several years later, in the late 2000s, when I took over the daily operations of Carver, because Eyerick did not tell me about CPH firm's withdrawal.

23. My search for new intellectual property counsel started and ended with Cary Tope-McKay, of Tope-McKay and Associates ("TMA"). I was introduced to Cary through a

mutual contact. When I first met with Cary, my stated goal was to overcome the PTO's rejection of the '536 application.

24. Upon information and belief, when TMA undertook the representation of my and Carver's interests, it did not request the '536 application file from the CPH firm. The TMA firm did not have any discussions with me related to the ownership of the '536 application.

25. Also, during this initial client interview at TMA with Cary Tope-McKay, I was not provided with an engagement letter to sign. We did not discuss the scope of the representation. However, since that day forward, the TMA firm has been the exclusive intellectual property counsel for Carver Skateboards and, later, for Carver International, Inc.

26. While I do not remember the details of my interaction with Stacy Kincaid, who was the TMA associate that drafted the response to the non-final rejection, I believe that I did not draft any part of the response and was not involved in its filing.

#### Allowance of the '224 Patent

27. On February 20, 2003, the USPTO sent a notice that the application had been allowed. Upon information and belief the notice was sent to Eyerick, and at some point he provided me with the correspondence from the USPTO. The notice included a form to be returned to the Patent Office along with the fee to have the patent issued. I thought I was supposed fill this form out, and I did. I put Carver's name in the box under assignee, because at the time I believed this to be correct. Also, I listed the TMA firm as attorneys of record because they were my attorneys on the matter by that time. I did not know that the USPTO did not consider them to be the attorneys of record because no Power of Attorney form had been filed.

28. Upon information and belief, when I returned the correspondence to the USPTO with a check, the check was apparently never recorded or deposited by the USPTO. After the

deadline to pay had passed, the USPTO issued a Notice of Abandonment which, upon information and belief, was sent to Eyerick.

**The First Petition to Revive the '224 Patent**

29. When I learned about the Notice of Abandonment, I contacted Cary. He asked me to gather the evidence the TMA firm needed to file this "first" Petition to Revive the '224 patent (the "First Petition"). He then assigned a TMA attorney, Scott Davison, to draft the First Petition. I don't recall any specific interaction with Scott. I believe that I had already provided the documents and information to Cary and believed that Scott would handle the First Petition.

30. On June 16, 2004, the First Petition was granted and upon information and belief, a notice to that effect was sent both to TMA and to Eyerick.

31. Identified as Exhibit 34 is a true and correct copy of an email sent to me by Scott on October 6, 2004, stating that the patent had issued on September 21, 2004.

32. Identified as Exhibit 35 is a true and correct copy of a letter I received in early December 2004, from Scott discussing overdue balances. The letter also said again that the patent had been issued, but that TMA still had not received the official printed patent. I believe that I eventually received my original copy of the issued patent from TMA, but I cannot say when or from whom.

33. Around this time, either Cary or Scott explained to me that TMA would put the due dates for the patent's maintenance fees in its computerized docketing system, and it would generate a reminder when the time came to pay the fees. Cary or Scott explained that this was TMA's standard practice for monitoring such deadlines. I believed that TMA's business was entirely focused on intellectual property, and that TMA managed these tasks for numerous

clients much larger than Carver. I therefore relied on those statements made to me, and I believed that TMA would issue the reminders to me at the appropriate times.

**The TMA Firm's Subsequent Patent Prosecution Activities for Carver**

34. After the revival of the '224 patent, TMA went on to handle numerous intellectual property matters for us, including the patent applications that matured into U.S. Patents 7,287,762 and 7,828,306, as well as numerous trademark matters.

**Formation of Carver International, Inc.**

35. Due to incidents that began slowly and then grew more frequent and problematic, by mid-2008, Greg and I were becoming concerned about the state of Carver Skateboards and Eyerick's ability to run it. Specifically, the company was losing money, sales were dropping, product quality was at issue, and unpaid receivables were mounting.

36. At the time, Greg and I also believed that there some financial irregularities at the company. Greg and I suspected that Eyerick was dipping into Carver funds to help support one of his other companies, likely El Monte. We told Eyerick about our concerns. Also, about this time, I prepared a list of the points Greg and I were concerned about and a proposal to address these concerns. Identified as Ex. 57 is a true and accurate copy of that list. Greg and I provided Eyerick with this list and he rejected it.

37. Afterward Greg and I made another proposal and Eyerick rejected it. After our insistence, he effectively resigned. Identified as Exhibit 58 is a true and accurate copy of an email I send to Eyerick on May 21, 2008, outlining how I saw the separation occurring at that time.

38. On or about June 1, 2008, Eyerick, Greg and I executed a Division of Assets Agreement ("Division Agreement"), which distributed the assets of Carver Skateboards.

Identified as Exhibit 47 is a true and correct copy of the Division Agreement. At that time I believed that I had previously assigned the '224 patent to CSI. Upon information and belief Eyerick and Greg believed that I had previously assigned the '224 patent to CSI. I now know that I signed the Division Agreement under that incorrect assumption. Upon information and belief Eyerick and Greg also signed the Division Agreement under that incorrect assumption.

39. On June 6, 2008, Greg and I formed a new company, Carver International, Inc. ("CII" or "Carver International"), with Greg and I as sole owners. Upon information and belief, Marcus Risso and I prepared papers that dissolved Carver Skateboards. Those papers were filed on September 8, 2009, with the California Secretary of State. Exhibit 48 is a true & correct copy.

40. During the transition to the new company and management structure, Eyerick admitted to some of his financial transgressions (but not all of them, which I learned about years later).

41. During the transition, while I was collecting information about the assets and debts of CII, I also asked Eyerick if any money was owed to anyone by CII. I also specifically recall asking Eyerick about whether any money was owed regarding the patent. Identified as Exhibit 50 is a true and accurate copy of a note I wrote to myself to remind me to ask him about this. He assured me, in response to my question, that everything related to the patents was in order.

42. I realize now and believe that, *as far as Eyerick knew*, his answer was true. This is because, when I prepared my earlier statement, I did not know of the significance of this issue and did not focus on this detail. To be clear: I read all the TMA mail. I would review all of the TMA mail, except bills. If any bills came from TMA, I would pass them on to Eyerick. I relied on Eyerick to pay the bills. So, when I asked Eyerick if everything was taken care of, I believe

his answer was truthful, because: (1) everything he was aware of (2) that needed to be done (3) *was done*. And, at the time I asked Eyerick this question, I had not received any bill for paying a maintenance fee and therefore could not have passed such a maintenance fee bill along to Eyerick.

43. By the time Carver International had been set up I was not aware that anything on my end was out of order with the '224 patent . I had been informed by Cary/Scott that docketing for the '224 patent had been set up. I, not Eyerick, had been working with the TMA firm attorneys, including Cary Tope-McKay, Stacy Kincaid, Scott Davison and Marcus Risso, and Zuzanna Poprawski (Ms. Poprawski and I speak concerning trademark matters) on substantive issues for more than five consecutive years. I had arranged with Cary/Scott that the reminder notices were to be sent directly to me, not Eyerick.

#### **The Default Judgment Obtained by CPH**

44. In mid-2009, I learned that the CPH firm had filed suit against Azcast/Carver Skateboards, Inc., for unpaid fees. I also learned that, under Eyerick's watch, Carver/Azcast had failed to defend itself in this matter and had defaulted, resulting in judgment being entered against these companies.

45. In order to assess our potential exposure to the CPH judgment I contacted Marcus Risso of the TMA firm. On December 10, 2009, he replied to me, suggesting that we speak on the phone about it, which we did. Identified as Exhibit 52 are true and accurate copies of the emails in that regard. While I generally remember that Marcus suggested that I file a document with the PTO clarifying the ownership of the patent, I do not recall the details.

**The Papers I Filed That I Thought Changed the PTO's Assignment Record of the '224 Patent to Me**

46. Following the dissolution of Carver Skateboards, Inc., I wanted to have the PTO records updated to show that I was the owner of the '224 patent and to show the division of assets.

47. I prepared and signed a three-paragraph document that I called a Petition to Correct Assignment Data ("Assignee Petition"). The Assignee Petition stated (as I now understand, incorrectly) that the patent had previously been assigned to CSI, and requested that the PTO's assignment record be changed to state that I now was the owner of the patent. In addition, I attached two exhibits to the Assignee Petition: (1) the recorded certificate of dissolution of Carver Skateboards and, (2) the Division of Assets Agreement, and mailed the Assignee Petition to the Office of Petitions. Identified as Exhibit 53 is a true and accurate copy.

48. At some point the Assignee Petition was returned to me. I did not understand why, and so I then called the Patent Office to get clarification. I spoke to a lady with a southern accent. She told me that I needed to have a cover sheet and that she would send one to me.

49. I received a cover sheet from the Patent Office by fax, but I remember that it was a trademark cover sheet. At this point I went on the Internet, looked for and found a cover sheet for patents.

50. Also, at about this time I became concerned about any personal liability I might face by owning the patent, if and when someone might get injured while using a Carver skateboard.

51. On April 8, 2010, before I resubmitted the request to record and assignment, I asked Marcus Risso for advice concerning personal liability I would potentially face as an owner of the '224 patent if an individual was injured while skate-surfing on a Carver skateboard. He

responded by offering general advice, and nothing more. Identified as Exhibit 59 is a true and accurate set of emails in that regard.

***My Revised, Papers Filed at the PTO That I Thought Assigned the '224 Patent to Carver International***

52. Based on my concerns and Marcus' response, I decided that it would be better to have CII be the owner of all the '224 patent. To change ownership of the patent from me to Carver International, Inc., I then filled out the patent cover sheet to show that the assignment was to be from CSI to Carver International. I believed that all I needed to do was to have the Patent Office records changed from CSI to CII, who I wanted the owner to be. I believed at that time this was the way to change ownership of the patent. No one had told me anything different.

53. I sent the set of papers (original Assignee Petition plus the patent cover sheet) to the PTO via facsimile. Identified as Exhibit 54 is a true and accurate copy of the complete submission, as recorded at Reel 024411/Frame 0769, and showing a variety of date and time endorsements tracking the sequence of submissions.

54. Identified as Exhibit 55 is what appears to be a copy of a June 22, 2010, Notice of Recordation of the cover page of my prior submission. I do not remember submitting a copy of the cover page to the PTO.

55. For me, and I express it with disappointment, the most important aspect of my lengthy attempt to record this assignment during the Spring of 2010 is that, throughout the process, the person I dealt with at the PTO never informed me that the '224 patent, which I was working so hard to assign had, in fact *expired*.

56. In addition, neither I nor Carver ever received any written PTO notice in this regard (either a Maintenance Fee Reminder or a Notice of Patent Expiration) either directly from the PTO or forwarded by the CPH firm or the TMA Firm.

**The Expiration of the ‘244 Patent and Subsequent Efforts to Revive the ‘224 Patent**

57. On September 21, 2008, the PTO designated the patent as expired.
58. In late summer 2010, I requested that the TMA firm prepare “cease and desist” letters to a number of businesses I believed were infringing the ‘224 patent and the other patents. These businesses are well-known lifestyle companies (which offer surf, skate and wearing apparel goods for sale under various “house” brand names) that are based in southern California and which directly compete with CII.
59. On information and belief, on or about October 19, 2010, while working on a cease and desist letter concerning a company based in north San Diego County, California, Marcus checked the PTO records on the ‘224 patent, and learned, for the first time, that it had expired on September 21, 2008. I was shocked when he told me that the ‘224 patent was expired.

**The Petitions to Revive the ‘224 Patent**

60. Marcus and I then immediately began to draft a Petition to Revive the patent (the “Second Petition”), which was filed on November 11, 2010.
61. On March 21, 2011, the PTO issued its Request for Information (“RFI”). Marcus and I discussed how to prepare the response, and it was agreed that I would prepare the draft response, as well as statements from both me and Eyerick Williamson. I then drafted a response to the eight points raised in the RFI. I further drafted the supporting statements, and sent them to Marcus. Marcus and I never discussed their contents in detail. Marcus did not interview me to “drill down” on any of the facts and issues. Rather, he accepted the supporting statements as drafted and filed them.

62. On or about May 21, 2011, the PTO rejected the Second Petition, Cary Tope-McKay then worked with me in drafting a further renewed petition (the “Third Petition”).

Concerning the supporting statements, Cary explained to me what the issues were that concerned the USPTO, and asked me to draft the statements for myself and Eyerick. By then I had thought further about the details of the relevant time period and also reviewed more of my files. I then wrote as truthful statements as I could based on my recollection at the time.

#### **The Economic Effect of the '224 Patent to Carver**

63. In the past five years, since Greg and I became the sole co-owners of Carver, its sales have grown from \$109,000 to an estimated \$1,800,000 for year 2012. The skateboards that incorporate the inventions protected by the '224 patent comprise about 92 percent of Carver Skateboard's sales total.

64. In the past several weeks, Greg and I have met with or been referred to several experienced entrepreneurs and individuals that are affiliated with The Lloyd Greif Center for Entrepreneurial Studies, which is part of the University of Southern California's Marshall School of Business. These individuals have, in summary:

- Stated that the value of Carver to potential investors is about \$4 million to \$5 million, with an increasing value. They further have stated, again, in summary, that the value of Carver without the patent is in its inventory and other intangibles, which is about \$2 million.
- Emphasized that Carver will have "an uphill battle" securing any additional funding, let alone strategic partners, if the '224 patent remains expired.

65. In addition, as I stated in paragraph above, I requested that the TMA firm prepare "cease and desist" letters to a number of businesses I believed were (are) infringing the '224 patent and the other patents. The enforcement campaign is now on hiatus, which is affecting our

market share and potentially harming our potential consumers, as inferior quality knock-off skateboards are now populating the market, which could result in injury.

66. I sincerely thank you for the opportunity to provide you with this declaration, and to file the Petition to Reinstate United States Patent 6,793,224.

Pursuant to 37 C.F.R. § 1.68, I further declare that: all statements made herein made herein of my own knowledge are true; all statements made on information and belief are believed to be true; and, all statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the patent issuing thereon.

Date: May 18, 2012



Neil A. Stratton

**DECLARATION OF CARY R. TOPE-MCKAY, ESQ.**

I, Cary R. Tope-McKay, Esq. hereby declare as follows

1. I am an attorney admitted to practice before all the courts of the State of California and am the founding and managing partner of the firm of Tope-McKay & Associates ("TMA"), the mailing address of which is located at 30765 Pacific Coast Highway, #420, Malibu, California 90265.

2. I make this Declaration in support of Carver International's Petition to Reinstate United States Patent No. 6,793,224 (the '224 Patent). I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

**Education and Professional Activities**

3. I have an undergraduate decree in Mechanical Engineering from University of Washington. I received my Master of Business Administration and my *Juris Doctor* degrees from Pepperdine University in 1997 and 1998, respectively. I am currently working toward Master of Science degrees in both Electrical Engineering and Computer Science at California State University, Northridge.

4. I am a member of the Los Angeles Intellectual Property Association, the American Intellectual Property Law Association, and the State Bar of California's Intellectual Property Section. I am an advisor to the Center for Entrepreneurship and Technology Law at Pepperdine University, where I also occasionally lecture.

**TMA Founding and Professional Licensing**

5. I founded TMA in 1996, while I was in law school at Pepperdine. TMA was originally founded to provide trademark searches and small business consulting.

6. In August 1997, I was admitted to the Patent Bar. I immediately began working as a patent agent, and incorporated such work into my practice at TMA. From September 1997 until October 1999, I worked in the in-house legal department of Allied Signal Aerospace as a contractor, assisting with patent prosecution and related matters. In February 1999, I was admitted to the State Bar of California. TMA continues to exclusively handle intellectual property prosecution matters. TMA has never handled, and has no plans to handle, intellectual property litigation matters.

7. Aside from my work at Allied Signal Aerospace, I have never worked for another law firm, having been the managing partner of TMA since its inception. I would describe TMA as a “virtual law firm” in the sense that the attorneys that TMA employs generally work from their home offices and “telecommute” through Virtual Private Networking (VPNing) or equivalents. Personally, I have a two-bedroom condominium in Malibu that serves as an office. My support personnel work from this office in the second bedroom, which houses server computers that are remotely accessible by the attorneys. I principally work in the living room area of the unit. This arrangement, which is very convenient, allows me to pass savings on to TMA’s clients, while working in an extremely cost-efficient manner. In addition, the attorneys are able to avoid lengthy commutes. The attorneys are often encouraged to travel to client facilities and work in-person with clients.

#### **TMA’s Entrepreneurial or Start-Up Clientele**

8. While TMA acts as intellectual property counsel to many clients — both large and small — in this section of my declaration, I describe our working relationship with TMA’s entrepreneurial, or start-up, clients.

9. As an entrepreneur myself, I understand, respect and have a deep appreciation for forming, capitalizing, and running a start-up or emerging business. Armed with this unique perspective, and with the realization that my firm is a necessary cost-center for start-up and emerging businesses that lack capital, on a couple of occasions, and upon request of the client, I have made alternative working arrangements, including,

- working on a project-by-project or piecemeal basis, such as filing a response to a trademark or patent Office Action;
- not formally appearing in a matter; and
- agreeing to alternative payment plans.

Additionally, on occasion, I did not require a written engagement letter or a retainer for this type of client, and rather billed for work on a particular project at its completion.

10. To be clear, occasionally, TMA had no engagement agreements with entrepreneurial clients. In a couple of instances, in our course of work with this type of client, TMA only drafted documents and the client themselves completed the actual filing. On rare occasions, clients are the primary drafters of documents, only looking to TMA for assistance in finalizing the client-generated work product. In essence, the smaller clients had and have little money to spend for legal assistance and generally wanted TMA to do as little as possible. I was willing to make such alternate arrangements as, by doing so, I could assist clients that otherwise may receive no assistance whatsoever.

11. In a couple of instances, TMA did not file a Power of Attorney with the United States Patent and Trademark Office (“USPTO”) or otherwise become attorneys of record for such clients. While we advised them that it would be best to have TMA handle the logistical work (i.e., act as a receiving office for correspondence from the USPTO), we did not issue any

formal letters in that regard informing the clients that they are, in essence, still unrepresented. While individual TMA attorneys might contact these clients intermittently to see if there is any work to be done, there was and is no policy to contact them on a regular basis to confirm the status of their matters. In essence, we rely on these particular entrepreneurial clients to contact us concerning their legal matters and their desire to have us handle additional matters.

12. Overall, TMA's streamlined, virtual approach to legal services enables these clients to further develop their intellectual property protection, and has led to these clients' continued, cost-effective, success.

**Neil Stratton and Carver**

**Retention of TMA**

13. I first met with Neil Stratton late in the summer of 2002. I do not recall how he came to know of my firm. My records indicate that he may have approached us by way of my then- patent agent Stacy Kincaid, who is now a member of the State Bar of California, but I understand that neither she nor Neil can recall whether that is the case.

14. When Neil contacted me, I set up a meeting over coffee to review his situation. He explained that he had been working with the Christie Parker Hale firm ("CPH") on his patent application and was unhappy with its work for him. Specifically, he stated that the first and only patent application that CPH had been working on for him, U.S. Patent App. No. 09/801, 536 (the "536 Application"), which would eventually mature into the '224 Patent, had taken far longer than expected to prepare, despite his availability and motivation to complete the process (e.g., it had taken nearly three years). He stated that CPH had billed him repeatedly for the same work, as different junior attorneys took up (and dropped off from) the project.

15. Neil further explained that the '536 Application had been filed in March 2001 and, in June 2002, they had received a non-final rejection. He requested that TMA draft the response to this office action. I do not recall whether I asked Neil who owned the application or whom he intended to own the patent. Most likely, since the application was well in process, I assumed such details had been handled by the attorneys at CPH.

16. Additionally, from his attitude, it seemed apparent to me that Neil was looking for "piecemeal" representation, *e.g.*, that he was hiring TMA for this one project only, at least for the moment. It was clear to me, based upon his apparent disdain for the CPH firm, that we would need to earn his trust before we could take on broader representation. In addition, Neil told me that Carver Skateboards, Inc. ("CSB") was to be the TMA "client" and bills should be sent to the CSB offices. Neither Neil nor CSB signed a formal retainer agreement at that time.

17. Once the relationship began, all of my interaction, and my associates' interactions, were with Neil. As demonstrated below, although I generally understood (and now fully understand) that Eyreick Williamson was associated with CSB, the TMA firm never had any dealings with him, other than, possibly, as related to invoice payment matters.

18. Identified as Ex. 37 are true and correct copies of all invoices sent by TMA to Carver during the time we have represented them.

#### **The Office Action Response for the '536 Application**

19. Upon the advent of the relationship, I assigned the drafting of the office action response to Stacy Kincaid, who had been working for TMA as a patent agent since her admission to the Patent Bar in Spring 2001.

20. Stacy worked with Neil in drafting the response. I had little involvement until the draft was complete, at which time I recall reviewing the response and making some minor changes. In fact, my billing records show that I billed about 1.3 hours for the project.

21. When the response was completed, my paralegal staff took care of preparing the documents for filing, which was done under my signature. They docketed the response and prepared a file for future correspondence with the USPTO.

22. We did not file a Power of Attorney. While my firm subsequently billed CSB for the preparation of a Power of Attorney (the actual document was only partially completed), I do not remember why it was not filed, other than such action (*e.g.*, not filing a Power of Attorney form) fits within the working relationship TMA had with CSB at the time.

#### **The Notice of Allowance for the '224 Patent**

23. Because we were not entered as attorneys of record in the matter, the Notice of Allowance for the patent was sent directly to Eyerick Williamson at CSB, who was the correspondent on the file at that point (the CPH firm had designated that correspondence address in its Petition to Withdraw, which it filed in the fall of 2002).

24. My understanding is that Eyerick Williamson then provided the Notice of Allowance to Neil, who personally prepared and submitted the Issue Fee transmittal form and payment to the USPTO. I do not recall when Neil informed us that the patent was allowed and that he was handling (or already had handled) that form himself. This was not exceptional in any case, because it fit within the profile of our working relationship with Neil.

### **The Notice of Abandonment for the '224 Patent**

25. Because the USPTO apparently lost the check for the issue fee that Neil submitted, it designated the patent as abandoned on June 27, 2003. The USPTO mailed a Notice of Abandonment to Eyreick Williamson at CSB.

26. The first that TMA heard about the abandonment was when Neil (I believe) contacted us about it in early 2004. I had Neil gather the evidence we needed for the first Petition to Revive ("First Petition") that was filed for this patent, and assigned a TMA attorney, Scott Davison, to draft the First Petition. Scott Davison first worked for me as a law clerk in the summer of 2002, then as a patent agent after being admitted to the patent bar, and later as an attorney after being admitted to the State Bar of California in December 2003.

27. As with the Office Action response, my role in the drafting of the First Petition was that of a supervisory attorney. Specifically, I reviewed it and caused it to be filed under my signature.

### **The Issuance of the '224 Patent**

28. On June 14, 2004, the First Petition was granted. The USPTO sent the notice in this regard both to TMA and to Eyreick Williamson at CSB. On September 21, 2004, the patent was issued. On October 6, 2004, Scott Davison sent electronic correspondence to Neil informing him that the patent had been issued. While the e-mail references our receiving the Issue Notification, we do not have a copy of it in our files.

29. At some point after the patent issued, TMA personnel entered the relevant data into our docketing system, including:

- the patent issue date; and

- the due dates for the various maintenance fee payments (which are automatically populated by the database).

Contact information for sending reminders when maintenance-fee payments came due is derived from information in the docketing system..

30. The above information was entered into the docketing system by Scott Davison.

31. While Scott Davison was a TMA associate attorney, as I stated earlier, my firm used multiple means to reduce overhead. One of those was to spread administrative tasks among patent agents, paralegal, junior associates and other employees when they were otherwise underutilized. In the fall of 2004, Scott, thus, had responsibility for docketing USPTO correspondence. (This has been confirmed by a review of billing records for multiple matters from that time period.) The docketing system we use is a package called Case Tracking System (CTS) from FlexTrac Systems, Inc. It is a "turnkey" system built around a Microsoft Access database. We have used the same program since approximately 2001, and it has been very reliable. It has never failed to alert us to an impending deadline.

32. On December 7, 2004, Scott sent Neil a letter concerning overdue billings and reiterating that the patent had issued. (This letter is not in our files, but I understand that it was sent.) The letter stated that TMA had not yet obtained a copy of the patent. While Neil has said he believes he received his original patent document through the TMA firm, we have no record of having obtained it.

33. As is our firms practice to do in the year after a patent issues, in November of 2005, our then-law clerk, Adam Lohse, reviewed the issued patent and compared it to the amended version as originally filed to confirm no typographical errors had been added during prosecution and publication.

### **TMA's Additional Intellectual Property Work for CSB and Neil Stratton**

34. Over time, it is my sense that Neil's attitude began to shift and he began to treat TMA as his intellectual property counsel more generally. Specifically, in October of 2004, with the successful issuance of the '224 Patent as the likely impetus, Neil decided to pursue additional patents.

35. I assigned Marcus Risso, a TMA attorney, to work with Neil in drafting the first such patent application (the "Second Application"). Marcus passed the patent exam in 2002, began working for me as a patent agent in early 2003, and then later as an attorney when he was admitted to the State Bar of California in December 2003.

36. On October 21, 2004, we filed the Second Application. It was U.S. Patent App. Ser. No. 60/621,407, and was filed as a provisional application. The application itself was filed under my signature and entered into our docketing system. The full application, U.S. Patent App. No. 11/039,617 was filed on January 19, 2005 under my signature. On June 21, 2007, it was allowed. On October 30, 2007, it issued as U.S. Patent No. 7,287,762. We continue to monitor the status of this issued patent.

37. Then, in March of 2007, Neil asked us to begin work on a third patent application, which I again assigned Marcus to work on. A provisional application, U.S. Patent App. No. 60/920,940, was filed on March 30, 2007 under my signature (the "Third Application"). We entered it into our docketing system. On April 8, 2008, the full application, U.S. Patent App. No. 12/080,342 was filed under my signature. On August 31, 2010, it was allowed. On November 9, 2010, it issued as U.S. Patent No. 7,828,306.

38. Later, in October of 2007, Neil asked us about helping him to prosecute his trademark applications, and TMA began to do so. TMA has handled many trademark matters for Carver over the last five (5) years, and contacts him on a regular basis concerning these matters.

**The 3.5 Year Maintenance Fee for the '224 Patent**

39. On or about February 29, 2008, the docketing system alerted Rachel Herrera, our then- and present Office Manager (who has since become a certified paralegal) that the window for payment of the 3.5-year maintenance fee for the '224 Patent had opened. Rachel then drafted a letter to Neil detailing what to do, which contained a credit card authorization form, and sent it to him electronically. Identified as Ex. 36 is a true and correct copy of the email and attachment. The letter was sent to by e-mail only to Neil, to the e-mail address recorded in the docketing database, which was neil.stratton@comcast.com. It is my understanding that Rachel did not contact Neil by any other method, and that no other TMA attorney spoke with him specifically about this matter.

40. We now know that this e-mail never reached Neil because that e-mail address contained a typographical error: there is no decimal point or period between "Neil" and "Stratton." It was a natural, but unforeseeable error. While the use of a period in the e-mail address in this manner has become nearly standard, Neil does not use this style, and the correct address was neilstratton@comcast.com.

41. It should be noted that Scott Davison, who originally docketed the reminder notices and entered the email address, was employed by my firm for several years as a patent agent and then attorney. He was a reliable employee. He certainly did not have a history of careless errors.

42. For reasons unknown to us, and to the best of our knowledge, we never received an indication that the e-mail had not been delivered successfully as addressed (the e-mail did not “bounce”).

#### **The Expiration of the ‘224 Patent**

43. On September 21, 2008, the USPTO designated the patent as expired.

44. The TMA firm never received any written PTO notice in this regard (either a Maintenance Fee Reminder or a Notice of Patent Expiration) either directly from the PTO or forwarded by the CPH firm.

45. In late Summer 2010, Neil requested that the TMA firm prepare “cease and desist” letters to a number of businesses he believed were infringing his patents, which I instructed Marcus Risso to handle.

46. On or about October 19, 2010, while working on one such project, Marcus went to the USPTO’s online patent database, PAIR, to copy the claims from the ‘224 Patent (as listed on PAIR) to incorporate into one of the many cease and desist letters. While reviewing PAIR, Marcus noticed that the status listed the ‘224 Patent as expired for failure to pay the maintenance fees. Marcus immediately contacted Neil, who was shocked to hear that the ‘224 Patent was expired.

47. Working with Neil, Marcus immediately began to draft a Petition to Revive the patent (the “Second Petition”), which was filed on November 11, 2010. While Marcus discussed what had happened with me, I had little or no involvement in drafting the Second Petition, as reflected in my time sheets. As with the First Petition, my role was of a supervisory nature.

48. On March 21, 2011, the USPTO issued its Request for Information (“RFI”). My understanding is that Marcus forwarded the request to Neil, and that Neil prepared the response

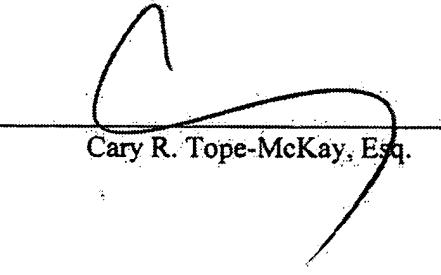
to the RFI. This is consistent with our billing records, which do not depict any time for Marcus for drafting the response. On May 13, 2011, the response to the RFI was submitted to the USPTO.

49. On or about May 21, 2011, when the USPTO rejected the Second Petition, I decided that I would prepare the renewed petition (the "Third Petition"), which I did, working with Neil and relying on legal research conducted by TMA attorneys.

50. Concerning the declarations submitted by Neil and Eyerick Williamson in support of the Third Petition, I explained to Neil what the issues were that concerned the USPTO, and asked him to draft the statements for himself and Eyerick Williamson (whom I have never met or spoken with, to this day) based on his and Eyerick's recollection of the relevant events and time periods. I finalized the statements they provided to me, made sure they were properly signed, and incorporated them into the Third Petition.

Pursuant to 37 C.F.R. § 1.68, I further declare that: all statements made herein made herein of my own knowledge are true; all statements made on information and belief are believed to be true; and, all statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the patent issuing thereon.

Date: May 18, 2012

  
Cary R. Tope-McKay, Esq.

**DECLARATION OF EYREICK WILLIAMSON**

I, Eyreick Williamson declare as follows, based on personal knowledge, information and belief:

1. I am the owner and CEO of El Monte Non-Ferrous Foundry ("El Monte Non-Ferrous"), which is not a party in this matter. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto. I make this Declaration in support of Carver International's Petition to Reinstate United States Patent 6,793,224.
2. I obtained a 50% interest in El Monte Non-Ferrous in or around the late 1980's. I purchased the remainder of the company in around 1998. At that time, I was also the owner of Azcast Products, Inc. ("Azcast"). I subsequently sold my interest in Azcast in around 2001.
3. I first met Neil Stratton in the early 1990's. For several years I employed him on a project-basis as a freelance designer of products for Azcast.
4. In around 1996, we began to discuss the ideas he had for a new type of skateboard truck. In around 1998 we decided to move towards creating a company to market and sell skateboards using his design. Rather than create the company immediately, we decided to fund the development of the product under the umbrella of Azcast. We set some informal milestones (including obtaining patents for Neil's ideas) for the early development and sale of the products. If those milestones were met, then we would formally incorporate as a separate entity.
5. During this period, Theodore J. Fogliani, Esq. and Hugh E. McColgan, Esq. handled my legal matters, and they handled whatever came up in regards to this enterprise. At some point, I asked Mr. Fogliani for a referral to a patent attorney that could handle Neil's patent applications and he recommended the Christie Parker Hale firm ("CPH"). Neil and I met with attorneys from CPH a couple of times. On July 17, 1998, Azcast retained CPH for the purposes of obtaining

patents on Neil's inventions. After that Neil handled essentially all contact with CPH. My only contact with the firm related almost entirely to billing issues.

6. It was our intention that the patents would be owned by the venture, since they would be its primary asset. As such, as one of my few non-billing related contacts with CPH, on February 18, 2000 I sent Dick Ward a note asking that the patents be put in Neil and my names. Later, in 2001, I directed my office manager to contact Ward about the issue of assigning the intellectual property to the newly formed CSB. I believe, however, that we never actually got the patent assigned to CSB.

7. Over the next three years, Neil attempted to work with the attorneys at CPH to prepare his patent application. It was a consistently frustrating process. From the beginning, our account was repeatedly handed off from one attorney to the next. While Richard Ward was the attorney we engaged, he immediately handed the work off to another. We had the sense Mr. Ward was just a salesman who did no real legal work any more. Over the next three years our work was handled by at least five or six different attorneys. Each time a new attorney would start on the matter we would be billed for time spent coming up to speed. But no useful work would ever come out of it. Sometimes months would pass without any contact or response from CPH. In the end, I believe Neil drafted a good deal of the claim language, even though CPH repeatedly billed us for drafting it. Similarly, CPH's draftsmen were apparently not competent to create the drawings needed for the application, and Neil was forced, in the end, to produce the diagrams himself.

8. Based largely on Neil's efforts, the patent application was eventually filed in June 2001.

9. Late that month, on June 28, 2001, Neil, Greg Falk and I incorporated Carver Skateboards, Inc. I held a 50% stake in the company; Neil held 30%; and Greg held 20%. This division of shares was premised on my financial contribution (approximately \$140,000) to start up the enterprise, Neil's contribution of intellectual capital, and Greg's assistance to Neil in testing and furthering his designs. (Later Neil and Greg put in approximately \$17,000, but the vast majority of the capital to run Carver came from me and Azcast.)

10. Neil was entirely responsible for the design of the inventions. My only input would be to ask whether certain parts of the truck could be modified to simplify manufacturing.

11. The filing of the patent in June 2001 was, as I said, largely the result of Neil's efforts, not the efforts of the CPH attorneys. My practice as a businessman is to pay for work when it is done. As such, after a time, I stopped paying CPH's bills. CPH called and wrote numerous times, but I ignored them. Eventually, in late 2002, CPH said they would no longer work for us, and petitioned the Patent Office to withdraw as our attorneys.

12. According to the record, on or about December 30, 2002, CPH sent me a notice of its claim and our right to arbitrate. I do not recall getting this letter, but it is likely I did. On July 10, 2003 (again, this date is from the records, not my personal memory), CPH filed a lawsuit against Azcast for the unpaid bills.

13. At some point (I am not sure when, relative to the filing of the complaint) I spoke to Richard Ward about our frustration and anger over CPH's behavior. He conceded that we were essentially correct: CPH had mishandled the case and billed for a great deal of work that was never done or did not benefit us.

14. I know that I should have taken the letter and the lawsuit to my attorneys. But I was overwhelmed and pretty much ignored it. The truth is that during this period I was in over my head. I was running three companies: Azcast, El Monte Non-Ferrous and Carver, all essentially on my own. Neither Neil nor Greg took any role in actually running Carver. (Indeed, Greg never did anything at all.) At some point I did tell my lawyer, Ted Fogliani, about the suit and he said he would call Mr. Ward (who was his friend), but did not suggest any other action. I do not know what came of that call or whether it was ever even made. I never did anything further about it. Eventually, CPH got a default judgment against Azcast and Carver.

15. When CPH stopped working for Carver, Neil set about to find a new patent attorney to work with. I do not know how he found Tope-McKay & Associates ("TMA"). He and I never had any particular discussions about what Carver's relationship with TMA should be. He certainly knew that I shared his frustration with our relationship with CPH and its costs. I knew that he generally planned to be more in control of the process going forward. We both agreed the goal was to get things done quicker, cheaper and faster than had been the case with CPH.

16. I do not know whether Neil ever signed any formal engagement letter with TMA or not. I do not recall ever seeing one or one being discussed. I never had any interactions with TMA at all, other than, possibly, some communication about bills.

17. I do not recall being aware that, around the time CPH stopped "working" for us, the Patent Office issued a rejection of our patent and that it was the need to respond to that rejection that caused Neil to seek out TMA. It is possible I knew at the time and have forgotten. But, generally, I was disengaged from the details of obtaining the patents.

18. Any time CPH, TMA or the Patent Office sent me any correspondence about a patent application that was not just a bill to be paid, I would just hand it over to Neil. In terms of the patents, I never paid any attention to anything other than bills.

19. I have no idea what Neil's involvement was in drafting the response to the Patent Office's rejection. I know that he liked working on drafting (when it led to lower bills rather than when it was a necessity as it was with CPH) and liked that TMA included him in the process.

20. While I don't recall the date or the details, I am sure that, when the notice of allowance eventually came, Neil told me the news that the patent was going to be issued, as this was what we had been waiting for for years.

21. As I said earlier, I was overwhelmed running Carver on top of my other endeavors, essentially without help from Neil or Greg. And, the truth is that I was unable to run Carver the way it should have been run. This was my fault. I have difficulty delegating even when I have help. And, in the absence of any real help, I just tried to muddle through. The issues arising from my management problems came to a head in 2008. In June 2008, Neil and Greg effectively forced me out of the business, buying out my share of the company, which was then dissolved. Carver International was incorporated to take over from Carver Skateboards. While I was forced out of the company, Neil and I have remained close, and continue to do business together.

22. Neil drafted the Division of Assets agreement that I signed as part of the dissolution. I do not know why he chose to list the two patents he held by then as assets to be distributed, since they had never actually been assigned to CSB. I think it was just his tendency to dot the i's and cross the t's.

23. As I said in my original statement filed in May 2011 in response to the Patent Office's request for information related to the petition filed in November 2010, and contrary to what I said in my second statement filed in support of the petition filed in July 2011, I had no idea whatsoever that a maintenance fee, or any other fee, was due to the Patent Office in 2008.

Neither TMA, CPH, Neil nor anyone else ever told me such a fee was due to be paid. The first I ever heard of this fee was when Neil came to me in 2010.

24. I understand that this statement conflicts with those I made earlier, but it is the facts.

25. I never spoke to anyone at TMA concerning the petition or the statements. I do not even know who drafted them. No one at TMA ever interviewed me or otherwise asked me what had actually happened surrounding the events of 2008.

26. But, as I said above, in 2008 I had no idea that maintenance fees were due. And when Neil asked me, around the time we dissolved CSB, whether I had done everything that needed to be done with respect to the patents, I answered yes for that very reason.

I further declare that all statements made herein on information and belief are believed to be true and that all statements made herein of my own knowledge are true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the patent resulting therefrom:



Date: May 18, 2012

Eyrick Williamson

**DECLARATION OF MARCUS L. RISSO, ESQ.**

I, Marcus L. Riso, Esq. declare as follows:

1. I am an attorney admitted to practice before all the courts of the State of California and am *Of Counsel* to Tope McKay & Associates (“TMA”).
2. I make this Declaration in support of Carver International’s Petition to Reinstate United States Patent Reg. No. 6,793,224 (the ‘224 Patent). I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

**Education and Professional Licensing**

3. I have an undergraduate degree from University of California, Davis. I further attended the Sacramento Entrepreneurship Academy to gain first hand business experience from seasoned entrepreneurs. I received my Masters in Business Administration and *Juris Doctor* from Pepperdine University in 2002 and 2003, respectively (the “JD/MBA program”). In January, 2003, which was during my JD/MBA program, I was registered as a patent agent. In December 2003, I was admitted to the State Bar of California.

**My Career at TMA**

4. I have spent the entirety of my career working for and with TMA. In 2003, I began working for TMA as a patent agent. Subsequently, I began working as an associate at TMA once I gained admittance to the State Bar. Then, in March 2009, I incorporated as Risso IPPC. Since then, I have been *Of Counsel* to TMA.

**TMA’s Representation of Carver and Neil Stratton**

5. It is my understanding that TMA has served as Carver’s and Neil Stratton’s intellectual property counsel since the Fall of 2002. My first awareness of and contact with Carver Skateboards, Inc. (“CSB”; later, Carver International, Inc., “CII”; and, collectively,

“Carver”), and its principal Neil Stratton, was in October of 2004. At that time, Neil’s first patent application, which was the ‘224 Patent, had been allowed, designated as abandoned due to the United States Patent and Trademark Office’s (“USPTO”) failure to record payment of the issue fee, and revived after the filing of a Petition to Revive (the “First Petition”).

#### **The Second Patent Application**

6. In October of 2004, it was my understanding that Neil desired to pursue additional patents. At this time, Cary Tope-McKay assigned me to work with Neil in drafting the first such additional patent application (the “Second Application”).

7. On or about October 14, 2004, I began work on the Second Application. I reviewed the disclosure materials and hand drawings Neil had provided. On October 24, 2004, a provisional application, U.S. Patent App. Ser. No. 60/621,407 was filed under Cary’s signature. This patent application was entered into our docketing system. On January 19, 2005, the full application, which was U.S. Patent App. Ser. No. 11/039,617, was filed under Cary’s signature. On June 21, 2007, it was allowed. On October 30, 2007, it issued as U.S. Patent Reg. No. 7,287,762.

#### **The Third Patent Application**

8. In March of 2007, Neil asked us to begin work on a third patent application, which Cary again assigned to me (the “Third Application”). On March 30, 2007, a provisional application, U.S. Patent App. Ser. No. 60/920,940 was filed under Cary’s signature and entered into our docketing system.

9. In February 2008, I contacted Neil to see if he wanted to proceed with the full application. Due to cost, Neil and I decided that, because it was a reasonably straightforward

application based upon the provisional application, Neil would draft the full application. I would then review and edit the application.

10. On or about March 29, 2008, TMA mailed, via U.S. Postal Service Express Mail, the full application for filing with the USPTO.

11. On or about April 2, 2008, the full application, U.S. Patent App. Ser. No. 12/080,342, was received by the USPTO and filed under Cary's signature, with an official filing date being recorded as April 02, 2008. On August 31, 2010, it was allowed. On November 9, 2010, it issued as U.S. Patent Reg. No. 7,828,306.

#### **Ownership of the '224 Patent**

12. On December 8, 2009, Neil contacted me in writing concerning the ownership of the '224 Patent. My understanding of Neil's recollection concerning such ownership was as follows,

- The application that matured into the '224 Patent had been assigned to CSB at about the time it was filed.
- CSB subsequently dissolved in mid-2008.
- When the decision was made to end CSB, Neil signed what he referred to as "an election to dissolve with the assets divided amongst the old partners". Although Neil did not explicitly state so in his e-mail, I assumed this to mean Greg Falk (another co-owner), Eyreick Williamson and Neil.
- Neil was unsure of how the dissolution of CSB affected the ownership of the '224 Patent.

13. At this same time, Neil further explained that he had been contacted by the Christie Parker Hale firm (“CPH”) concerning fees that Carver owed to CPH. He expressed his concern that the intellectual property might be exposed in any collection action, based upon the ownership.

14. In response to the above, I,

- did not review the actual status of the patents (including ownership) on the USPTO website;
- sent Neil an e-mail suggesting we speak, mentioning within the e-mail that CSB had a substantial overdue balance with TMA; and,
- forwarded Neil’s e-mail to Cary for consultation regarding the ownership issues presented in Neil’s email. (The resulting communications focused on the ownership issues presented and also resulted in comments regarding the unreasonableness of CPH’s behavior in attempting to collect on past due fees for work that Neil believed CPH had never completed.)

15. Neil and I subsequently spoke on the phone, and I provided him with some general advice on what might be done. However, he believed that the estimate I provided to him for TMA to fully research the matter and draft the appropriate documents was high, and declined TMA’s assistance. Therefore, while Neil and I continued to speak intermittently concerning other matters, we did not discuss the CSB Dissolution/CPH matter for some time.

16. I am now aware that on June 22, 2010, Neil attempted to correct the assignment information in the USPTO records by filing a “Certificate of Dissolution” with the USPTO.

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**Additional Discussions Between Neil and TMA  
Concerning the '224 Patent**

17. On April 7, 2010, Neil contacted me regarding his concern that, if he retained ownership of the '224 Patent (and other patents), he potentially would be liable to any individual that was injured while using the invention. I responded that people will sue anyone they can think of, regardless, but suggested some patent ownership structures that he might consider.

18. Then, in August 2010, Neil contacted me to request my help drafting an agreement concerning his dissolution of his business relationship with Eyerick Williamson, which I undertook. At about this time, Neil also asked me to draft cease and desist letters to a number of identified infringers.

19. Within a few weeks, in August and September, 2010, we sent several cease and desist letters to potential infringers, including some well-known lifestyle companies (which offer surf, skate and wearing apparel goods for sale under various "house" brand names) that are based in southern California. Some of these companies ignored the letters, and other companies contacted us in response to them. In fact, we were able to resolve one such matter in favor of Carver.

20. Subsequently, on or about October 19, 2010, while working on one such project, I went to PAIR to copy the claims from the '224 Patent as listed on PAIR to incorporate into the letter. While on PAIR, I noticed that, as of September 21, 2010, the status listed the '224 Patent as expired for failure to pay the maintenance fees. I immediately contacted Neil, who was shocked to hear that the patent was expired.

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### **Petitions to Revive the ‘224 Patent**

21. Working with Neil, I immediately began to draft a Petition to Revive the patent, which was filed on November 8, 2010 (the “Second Petition”). As part of my work on the Second Petition, for which I billed about 10 hours, I:

- retrieved the patent and patent prosecution history, and obtained and reviewed the file wrapper to identify the maintenance fee issue;
- reviewed the prosecution history and provided a brief summary to Neil;
- had telephonic meetings with Neil Stratton;
- collected all of the applicable exhibits regarding the maintenance fee issue; and,
- drafted a Statement of Showing concerning the facts regarding the delay in payment of the maintenance fee.

22. On March 21, 2011, the PTO issued its Request for Information (“RFI”). Upon my receipt of the RFI, I forwarded it to Neil. We then discussed how to prepare the response, and it was agreed that Neil would prepare the draft response, as well as statements from both him and Eyerick Williamson.

23. Neil then provided the response to the RFI and the declarations to me (collectively, the “Response”). On or about May 13, 2011, I reviewed and formatted the Response, and caused it to be to the USPTO, in substantially the same form as provided by Neil. Prior to submitting the Response, I did not discuss the contents of it with Eyerick. In fact, at no time have I ever met with or spoken to Eyerick Williamson, including through today.

24. On May 25, 2011, the USPTO denied the Second Petition. Cary Tope-McKay subsequently drafted the additional petition to revive U.S. Patent Reg. No. 6,793,224 (the "Third Petition"). I had no involvement in the drafting of the Third Petition.

Pursuant to 37 C.F.R. § 1.68, I further declare that: all statements made herein made herein of my own knowledge are true; all statements made on information and belief are believed to be true; and, all statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the patent issuing thereon.

Date: May 16, 2012



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Marcus L. Risso, Esq.

**DECLARATION OF SCOTT H. DAVISON, ESQ.**

I, Scott H. Davison, Esq. declare as follows:

1. I am admitted to practice before all the courts of the State of California and am an Attorney with the law firm of Procopio, Cory, Hargreaves & Savitch LLP ("Procopio").
2. I make this Declaration in support of Carver International's Petition to Reinstate United States Patent Reg. No. 6,793,224. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

**Education and Professional Licensing**

3. I graduated from Texas A&M University with a Bachelor of Science in Biomedical Science. I obtained my law degree from Pepperdine University School of Law and was the managing editor of the Journal for the National Association of Administrative Law Judges.

4. In or about January of 2003, I was admitted to the Patent Bar and began working as a patent agent. In the fall of 2003, I was admitted to the State Bar of California. I am a member of the San Diego Intellectual Property Law Association, the American Intellectual Property Law Association and the American Bar Association, and am involved with CONNECT, BIOCOM and the Japan Society of San Diego & Tijuana.

5. My practice focuses on intellectual property and patent prosecution.

**My Firm History**

6. In or about the summer of 2002, I began working as a law clerk at Tope-McKay & Associates ("TMA"). Upon my admission to the State Bar, I became a contract associate patent attorney with TMA. I remained with the firm until on or about February 2007.

7. I then became an associate in the San Diego office of Sughrue Mion PLLC, where I prepared and prosecuted patent applications in a variety of technologies. I subsequently joined Procopio. The remainder of this declaration focuses on my tenure at TMA.

#### My Tenure with the TMA Firm

8. During the time I worked for TMA, it had many clients with limited financial resources for whom it did work. Such clients would come to the firm to complete a specific task, such as a response to an office action issued by the United States Patent and Trademark Office (“USPTO”), but the firm would not take over general handling of the client’s intellectual property matters.

9. TMA worked much differently than my other firms, as follows:

- It often had no engagement agreement with its clients and did not request a retainer fee. Rather, it invoiced a client on the particular project upon the completion of the project.
- In many instances, TMA only drafted documents and the client themselves did the actual filing. The clients were sometimes even the primary drafters of documents, only looking to TMA for assistance in tightening-up what they had drafted.
- The firm generally did not file a Power of Attorney with the USPTO or otherwise become attorneys of record for these clients.
- While the TMA firm would advise the clients on occasion (in an attempt to pull in more business) that it would be best to have TMA handle more of the work, it did not send any formal letters concerning the benefits of formal representation.

10. The common thread among these clients was that they had little money to spend for legal assistance. While individual attorneys might contact these clients intermittently to see if there was any work to be done, there was no policy to contact them on a regular basis to confirm status of their matters.

**Neil Stratton and Carver**

11. In 2004, Cary Tope-McKay asked me to work on Carver Skateboards ("CSB") in 2004. During that time, I drafted the Petition to Revive U.S. Patent Reg. No. 6,793,224 (the "First Petition") based upon my research, review of the file, and conversations between Neil Stratton and Cary Tope-McKay. I also drafted the transmittal documents. During this process, from a client standpoint, I remember the TMA firm interacting exclusively with Neil Stratton.

12. I do not remember whether the TMA firm actually filed the First Petition and/or whether it filed a Power of Attorney. Regardless, and as stated above, it was typical for many of our clients to retain control of their matters and for us not to become attorney or correspondent of record.

13. On October 10, 2004, I sent Neil Stratton an e-mail informing him that TMA had received the Issue Notification for the patent.

14. In December of 2007, I sent a letter to Mr. Stratton concerning overdue invoices that also mentioned that the firm still had not received the official printed patent. I do not recall if or when TMA ever actually received the official printed patent.

Pursuant to 37 C.F.R. § 1.68, I further declare that: all statements made herein made herein of my own knowledge are true; all statements made on information and belief are believed to be true; and, all statements were made with the knowledge that willful false statements and the

like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the patent issuing thereon.

Date: May 17, 2012



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Scott H. Davison, Esq.

## **DECLARATION OF JON E. HOKANSON**

I, Jon E. Hokanson, Esq. declare as follows, based on personal knowledge, information and belief:

1. I am an attorney admitted to practice before all the courts of the State of California and am a partner in the law firm of Lewis Brisbois Bisgaard & Smith LLP (“LBBS”), counsel of record for Petitioner Carver International, Inc., (“Petitioner” or “Carver”) and licensed to practice before the United States Patent and Trademark Office (Reg. No. 30,069). I make this declaration in support of Carver’s Petition. I have personal knowledge of the matters set forth below, and if called on to testify as a witness, I could and would do so competently.
2. Identified as Exhibit 44 is a true and accurate copy of a letter I sent to Thomas J. Daly, Esq., a partner at the firm of Christie Parker Hale LLP (“CPH”) on May 4, 2012 requesting transfer of its files related to its prosecution work on behalf od Azcast Products, Inc. and Carver Skateboards, Inc. to our offices. I subsequently received files as requested.
3. I have personally inspected the contents of the files provided by Mr. Daly.
4. Identified as Exhibit 1 is a true and accurate copy of U.S. Reg. Patent No. 6,793,224 I caused to be downloaded from the website <http://www.google.com/patents>.
5. Identified as Exhibit 2 is a true and accurate copy of the November 1, 2010 Petition and Statement Under 37 C.F.R. §1.378(b) I caused to be downloaded form the USPTO PAIR website.
6. Identified as Exhibit 3 is a true and accurate copy of the March 21, 2011 Request for Information I caused to be downloaded form the USPTO PAIR website.
7. Identified as Exhibit 4 is a true and accurate copy of the May 13, 2011 Response to Request for Information I caused to be downloaded form the USPTO PAIR website.

8. Identified as Exhibit 5 is a true and accurate copy of the May 25, 2010 Decision dismissing November 1, 2010 Petition I caused to be downloaded form the USPTO PAIR website.
9. Identified as Exhibit 6 is a true and accurate copy of the July 28, 2011 Renewed Petition Under 37 C.F.R. §1.378(b) I caused to be downloaded form the USPTO PAIR website.
10. Identified as Exhibit 7 is a true and accurate copy of the December 20, 2011 Decision dismissing July 28, 2011 Petition I caused to be downloaded form the USPTO PAIR website.
11. Identified as Exhibit 8 is a true and accurate copy of the Eastern District of Virginia Complaint (Civil Action No. 1:12CV175) my firm filed.
12. Identified as Exhibit 9 is a true and accurate copy of the Unsigned July 16, 1998 Christie Parker Hale Engagement Letter I located in the Carver files received I received from CPH.
13. Identified as Exhibit 11 is a true and accurate copy of the Business Report for Carver Skateboards, Inc. I caused to be downloaded from the California Secretary of State website.
14. Identified as Exhibit 12 is a true and accurate copy of a Sample Letter from CPH Directed to Carver Skateboards, Inc. I located in the Carver files received I received from CPH.
15. Identified as Exhibit 13 is a true and accurate copy of the May 2, 2002 PTO Restriction Requirement I caused to be downloaded form the USPTO PAIR website.
16. Identified as Exhibit 14 is a true and accurate copy of the June 7, 2002 Amendment and Response I caused to be downloaded form the USPTO PAIR website.
17. Identified as Exhibit 15 is a true and accurate copy of the July 22, 2002 Non-Final Rejection I caused to be downloaded form the USPTO PAIR website.
18. Identified as Exhibit 16 is a true and accurate copy of the August 1, 2002 Change of Address for Christie Parker Hale I caused to be downloaded form the USPTO PAIR website.

19. Identified as Exhibit 17 is a true and accurate copy of the August 26, 2002 Petition to Withdraw as Attorney I caused to be downloaded form the USPTO PAIR website.
20. Identified as Exhibit 18 is a true and accurate copy of the May 24, 2001 CPH Letter re Overdue Balances I located in the Carver files received I received from CPH.
21. Identified as Exhibit 19 is a true and accurate copy of the November 8, 2002 Supplemental Petition to Withdraw as Attorney I caused to be downloaded form the USPTO PAIR website.
22. Identified as Exhibit 20 is a true and accurate copy of the November 12, 2002 Notice Regarding Change of Power of Attorney I caused to be downloaded form the USPTO PAIR website.
23. Identified as Exhibit 21 is a true and accurate copy of a November 25, 2002 CPH Letter to Williamson I located in the Carver files received I received from CPH.
24. Identified as Exhibit 22 is a true and accurate copy of the Complaint in Los Angeles Superior Court Case 03C01960 I caused to be downloaded from the Los Angeles Superior Court website.
25. Identified as Exhibit 23 is a true and accurate copy of the October 24, 2003 Clerk's Default Judgment in LASC 03C01960 I caused to be downloaded from the Los Angeles Superior Court website.
26. Identified as Exhibit 24 is a true and accurate copy of the December 9, 2002 Amendment and Req. for Reconsideration I caused to be downloaded form the USPTO PAIR website.
27. Identified as Exhibit 25 is a true and accurate copy of the December 26, 2002 Amendment and Req. for Reconsideration I caused to be downloaded form the USPTO PAIR website.

28. Identified as Exhibit 26 is a true and accurate copy of the February 20, 2003 Notice of Allowance and Fees Due and Drawings Req I caused to be downloaded form the USPTO PAIR website.

29. Identified as Exhibit 27 is a true and accurate copy of the April 15, 2003 Fee Transmittal Form and Drawings I caused to be downloaded form the USPTO PAIR website.

30. Identified as Exhibit 28 is a true and accurate copy of the USPTO PAIR Transaction History for '224 Patent as of April 26, 2004 I caused to be downloaded form the USPTO PAIR website.

31. Identified as Exhibit 29 is a true and accurate copy of Stratton Check Register and Bank Statement provided to me by Neil Stratton.

32. Identified as Exhibit 30 is a true and accurate copy of the Return Postcard Enclosed with Payment of Issue Fee provided to me by Neil Stratton.

33. Identified as Exhibit 31 is a true and accurate copy of the June 27, 2003 Notice of Abandonment I caused to be downloaded form the USPTO PAIR website.

34. Identified as Exhibit 32 is a true and accurate copy of the June 8, 2004 Petition for Revival I caused to be downloaded form the USPTO PAIR website.

35. Identified as Exhibit 33 is a true and accurate copy of the June 16, 2004 Decision on Petition I caused to be downloaded form the USPTO PAIR website.

36. Identified as Exhibit 38 is a true and accurate copy of U.S. Patent No. 7,287,762 I caused to be downloaded from the website <http://www.google.com/patents>.

37. Identified as Exhibit 39 is a true and accurate copy of U.S. Patent No. 7,828,306 I caused to be downloaded from the website <http://www.google.com/patents>.

38. Identified as Exhibit 40 is a true and accurate copy of U.S. Trademark App. Ser. No. 77/511,901 I caused to be downloaded from the USPTO website.
39. Identified as Exhibit 41 is a true and accurate copy of the U.S. Trademark App. Ser. No. 85/132,514 I caused to be downloaded from the USPTO website.
40. Identified as Exhibit 42 is a true and accurate copy of U.S. Trademark App. Ser. No. 85/132,544 I caused to be downloaded from the USPTO website.
41. Identified as Exhibit 43 is a true and accurate copy of the March 31, 2008 Maintenance Fee Reminder I caused to be downloaded from the USPTO PAIR website.
42. Identified as Exhibit 44 is a true and accurate copy of a letter I sent to Thomas J. Daly, Esq., a partner at the firm of Christie Parker Hale LLP (“CPH”) on May 4, 2012.
43. Identified as Exhibit 45 is a true and accurate copy of an email I sent to Daly on May 15, 2012.
44. Identified as Exhibit 46 is a true and accurate copy of an email I received from Daly on May 16, 2012.
45. Identified as Exhibit 49 is a true and accurate copy of Carver International, Inc.’s Articles of Incorporation I copied from Carver’s files provided to me by Neil Stratton.
46. Identified as Exhibit 51 is a true and accurate copy of the October 20, 2008 Notice of Expiration I located in the Carver files received I received from CPH.

I further declare that all statements made herein on information and belief are believed to be true and that all statements made herein of my own knowledge are true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the patent resulting therefrom.



Date: May 18, 2012

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Jon E. Hokanson, Esq.

**IN THE UNITED STATES PATENT AND TRADEMARK  
OFFICE**

Patentee : Carver International, Inc.  
Patent No. : 6,793,224  
Issue Date : September 21, 2004  
Application No. : 09801,536  
Filing Date : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
Attorney Docket : 32269-3

**EXHIBITS IN SUPPORT OF**  
**PETITION TO THE DIRECTOR**

**TO REINSTATE UNITED STATES PATENT 6,793,224**

**37 CFR §1.181**

Petitioner, Carver International, Inc., hereby submits its Exhibits in Support of Petition to the Director to Reinstate United States Patent 6,793,224, as follows:

Exhibit	Title/Description
1.	U.S. Reg. Patent No. 6,793,224
2.	November 1, 2010 Petition and Statement Under 37 C.F.R. §1.378(b)
3.	March 21, 2011 Request for Information
4.	May 13, 2011 Response to Request for Information
5.	May 25, 2010 Decision dismissing November 1, 2010 Petition
6.	July 28, 2011 Renewed Petition Under 37 C.F.R. §1.378(b)
7.	December 20, 2011 Decision dismissing July 28, 2011 Petition
8.	Eastern District of Virginia Complaint (Civil Action No. 1:12CV175)
9.	Unsigned July 16, 1998 Christie Parker Hale Engagement Letter
10.	March 5, 2011 Unexecuted Draft Patent Assignment
11.	Cal. Sect'y of State Business Report for Carver Skateboards, Inc.
12.	Sample Letter from CPH Directed to Carver Skateboards, Inc.

13.	May 2, 2002 PTO Restriction Requirement
14.	June 7, 2002 Amendment and Response
15.	July 22, 2002 Non-Final Rejection
16.	August 1, 2002 Change of Address for Christie Parker Hale
17.	August 26, 2002 Petition to Withdraw as Attorney
18.	May 24, 2001 CPH Letter re Overdue Balances
19.	November 8, 2002 Supplemental Petition to Withdraw as Attorney
20.	November 12, 2002 Notice Regarding Change of Power of Attorney
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31.	June 27, 2003 Notice of Abandonment
32.	June 8, 2004 Petition for Revival
33.	June 16, 2004 Decision on Petition
34.	October 6, 2004 Tope-McKay Email to Stratton re Issuance
35.	December 7, 2004 Tope-McKay Letter to Stratton re Issuance
36.	February 29, 2008 Tope-McKay Email and Letter re Maintenance Fee
37.	TMA Invoices to Carver
38.	U.S. Patent No. 7,287,762
39.	U.S. Patent No. 7,828,306
40.	U.S. Trademark App. Ser. No. 77/511,901
41.	U.S. Trademark App. Ser. No. 85/132,514
42.	U.S. Trademark App. Ser. No. 85/132,544
43.	March 31, 2008 Maintenance Fee Reminder
44.	File Request Letter to CPH
45.	May 15, 2012 Hokanson Letter to CPH
46.	May 16, 2012 CPH email to Hokanson
47.	June 1, 2008 Division of Assets Agreement
48.	September 9, 2008 Dissolution of Carver Skateboards, Inc.
49.	June 6, 2008 Carver International, Inc. Formation
50.	Stratton Notes re Conversation with Williamson

51.	October 20, 2008 Notice of Expiration
52.	Dec 2009 Stratton Email w/ Risso re CPH Suit and Ownership of Patent
53.	January 2010 Assignee Petition
54.	May 17, 2010 Assignment (Reel 024411/Frame 0769)
55.	June 22, 2010 Notice of Recordation (Reel 024563/Frame 0654)
56.	May 2001 Azcast/CPH Letters re ownership
57.	April 15, 2008 Email with list of points for change of structure
58.	May 21, 2008 email to Williamson re transition
59.	April 2010 Stratton-Risso emails re liability and ownership of patents

Respectfully submitted,

May 18, 2012

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:



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Jon E. Hokanson  
Reg. No. 30,069

LEWIS BRISBOIS BISGAARD & SMITH LLP  
221 N. Figueroa Street, Suite 1200  
Los Angeles, California 90012  
(213) 250-1800

# **Exhibit 1**



US006793224B2

(12) **United States Patent**  
Stratton

(10) Patent No.: **US 6,793,224 B2**  
(45) Date of Patent: **Sep. 21, 2004**

(54) **TRUCK FOR SKATEBOARDS**

(75) Inventor: Neil Stratton, Venice, CA (US)

(73) Assignee: Carver Skateboards, City of Industry, CA (US)

(\*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **09/801,536**(22) Filed: **Mar. 8, 2001**(65) **Prior Publication Data**

US 2002/0125670 A1 Sep. 12, 2002

(51) Int. Cl.<sup>7</sup> ..... **B62M 1/00**(52) U.S. Cl. ..... **280/87.042; 280/87.041**(58) Field of Search ..... **280/11.27, 11.28, 280/87.041, 87.042; D21/765**(56) **References Cited**

## U.S. PATENT DOCUMENTS

- 565,718 A • 8/1896 Boardman ..... 280/291  
3,649,038 A 3/1972 Huckenbeck  
4,061,350 A 12/1977 Schmidt, Jr. et al.

4,071,256 A	1/1978	Kimmell
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5,522,620 A	6/1996	Pracas
5,868,408 A	*	2/1999 Miller .....
6,318,739 B1	*	11/2001 Fehn, Jr. ....

\* cited by examiner

Primary Examiner—Brian L. Johnson

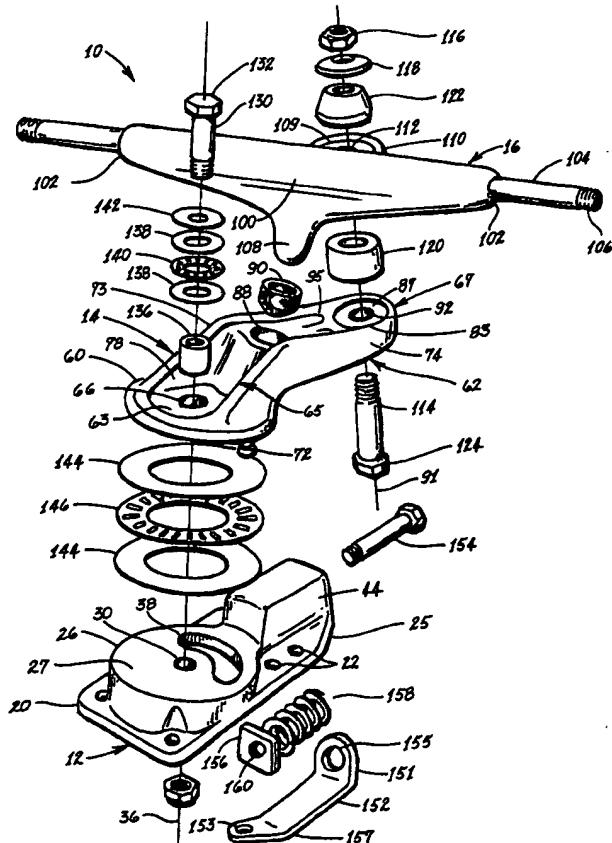
Assistant Examiner—Brian L Swenson

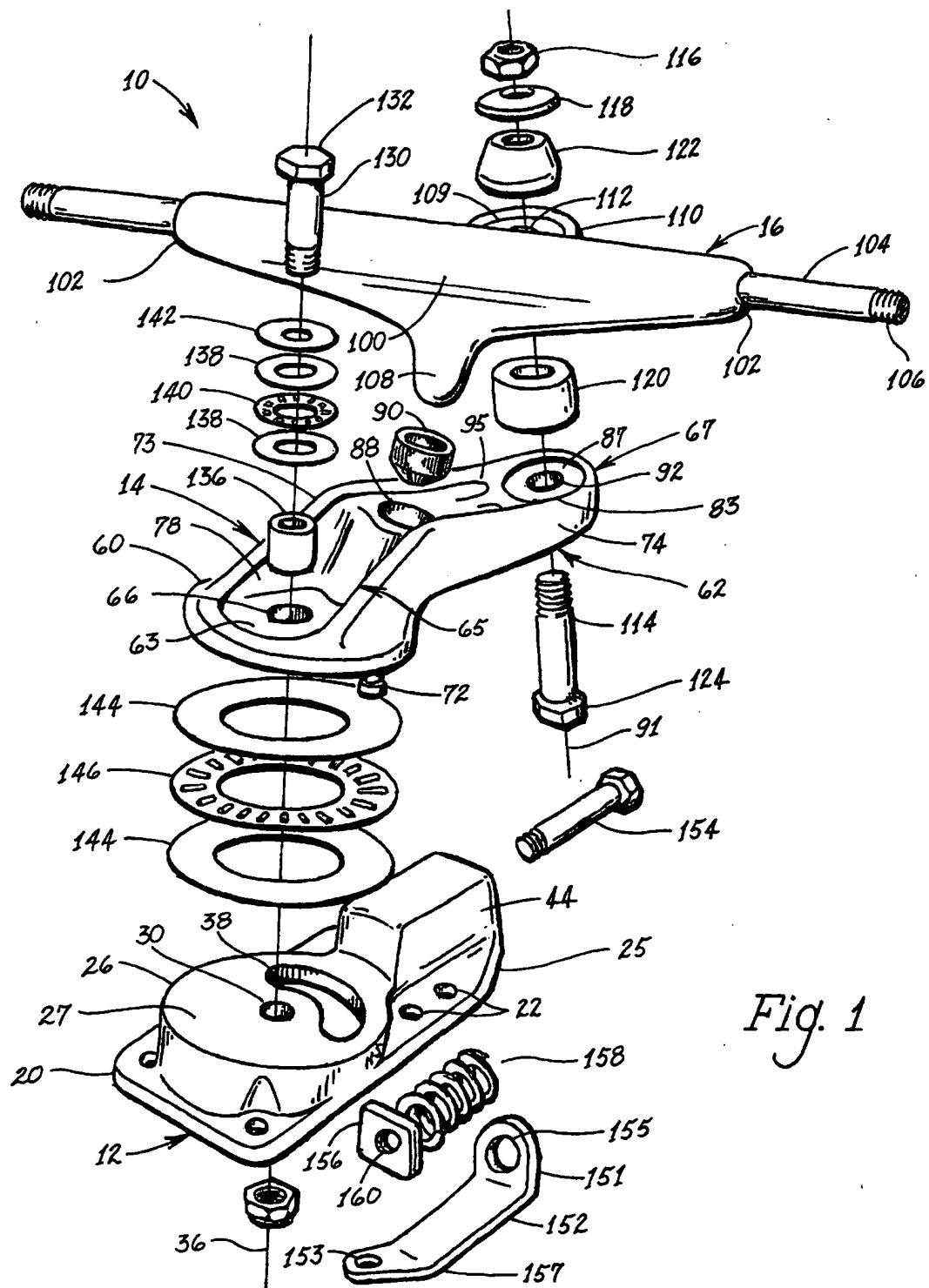
(74) Attorney, Agent, or Firm—Tope-McKay &amp; Assoc.

(57) **ABSTRACT**

A skateboard truck comprising a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a center position aligned with the skateboard's direction of movement. The first and second axes provide pivoting of the skateboard in two dimensions.

14 Claims, 8 Drawing Sheets





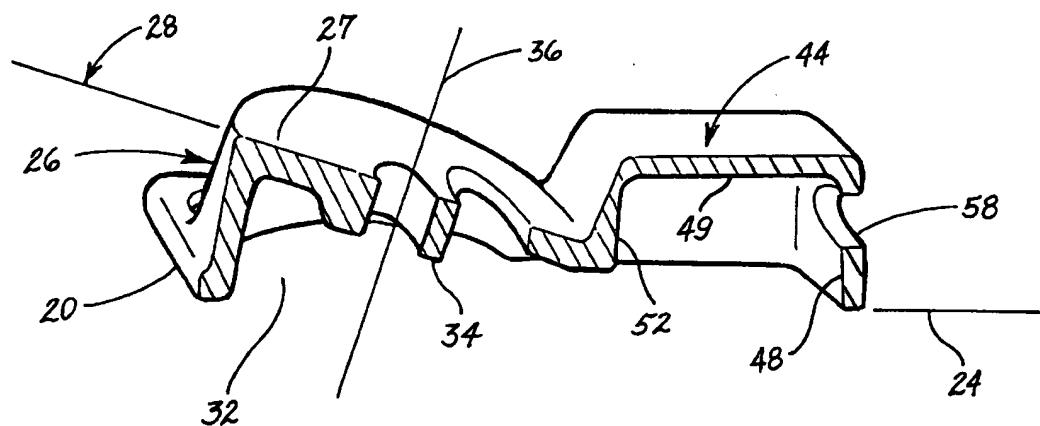
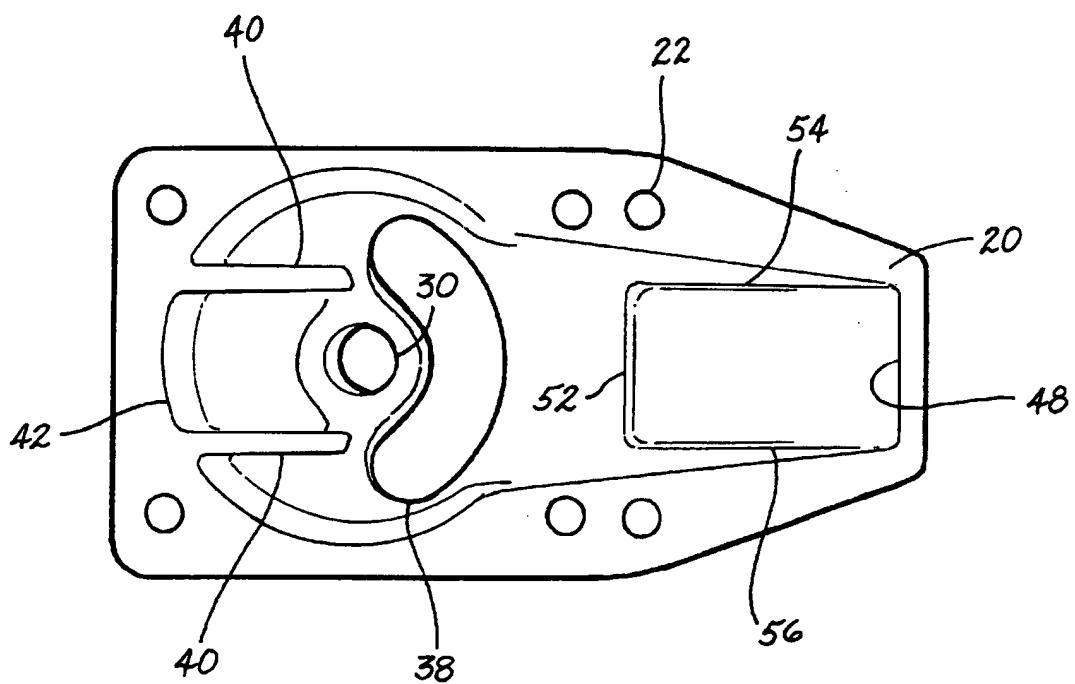


Fig. 2



*Fig. 3*

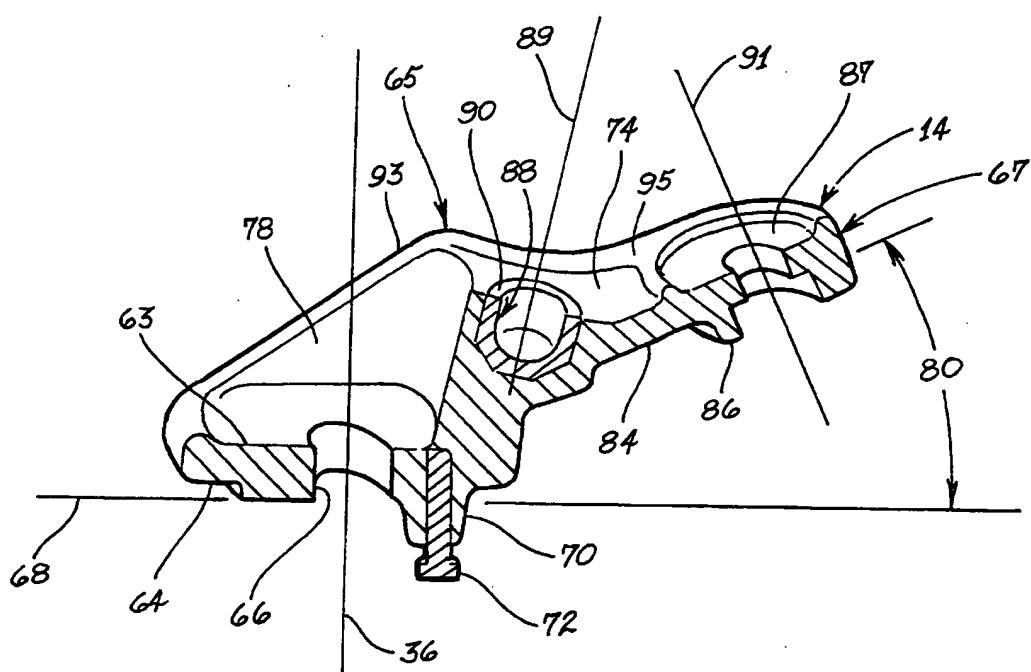
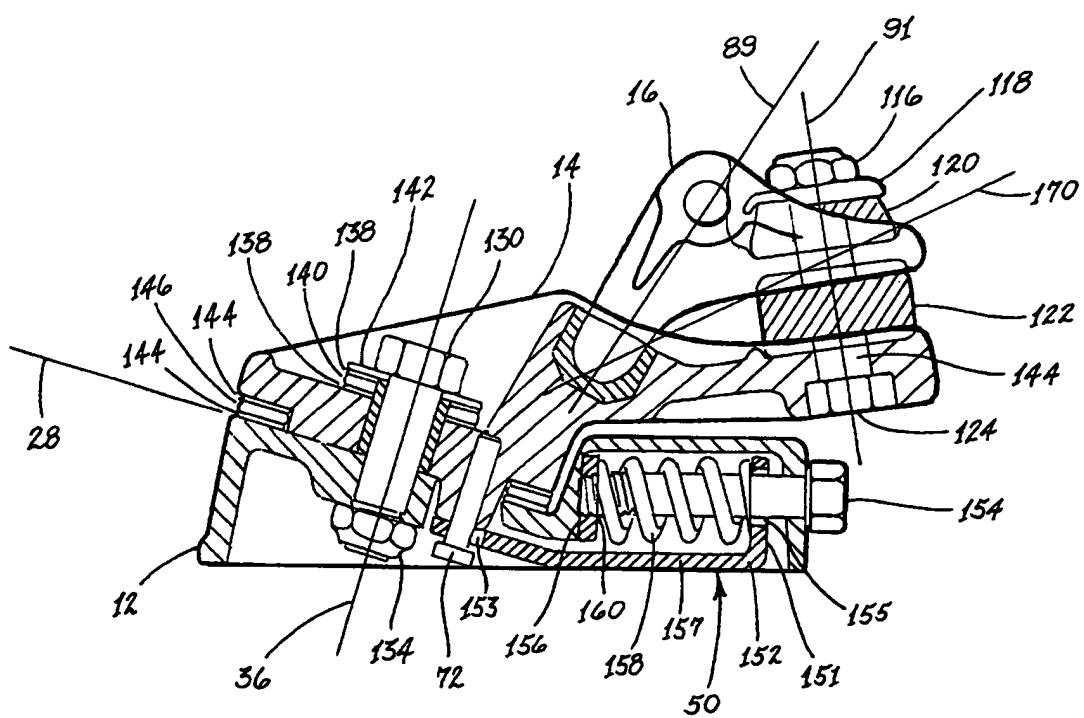
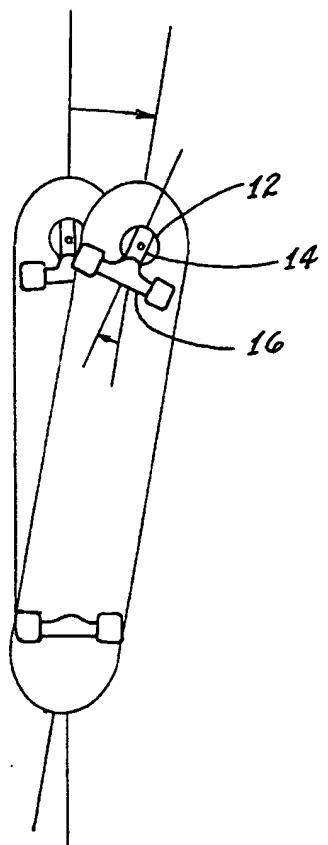


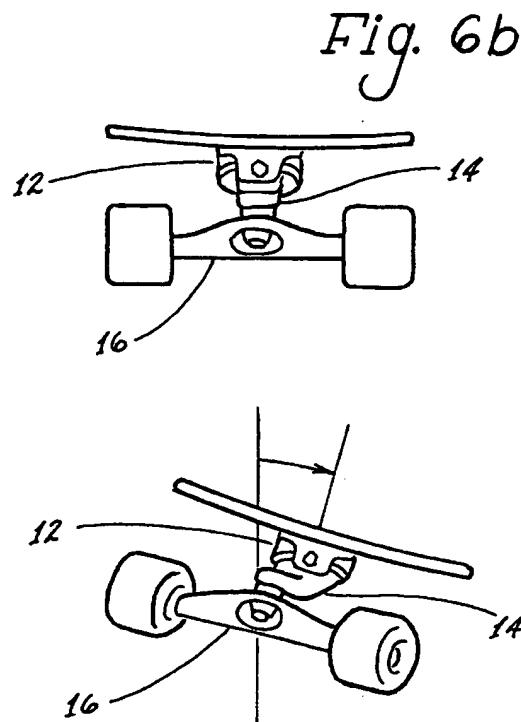
Fig. 4



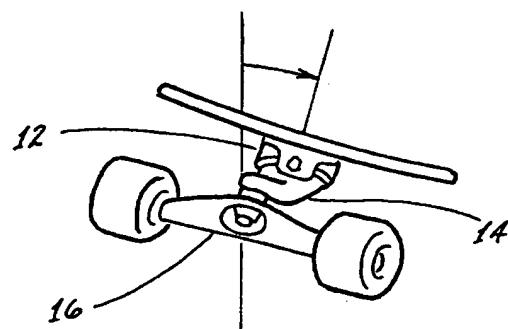
*Fig. 5*



*Fig. 6a*



*Fig. 6b*



*Fig. 6c*

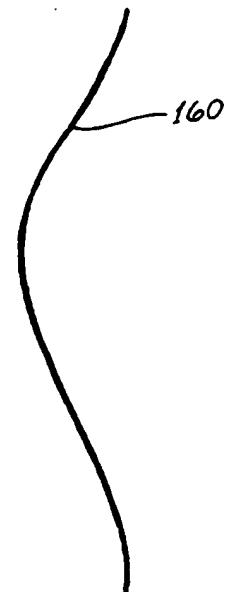


Fig. 7a

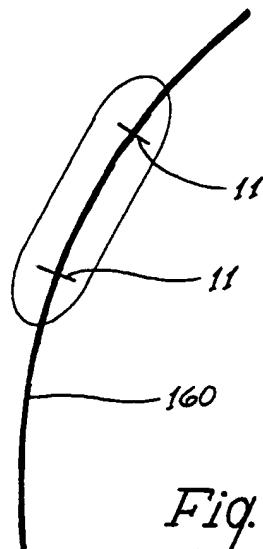


Fig. 7b

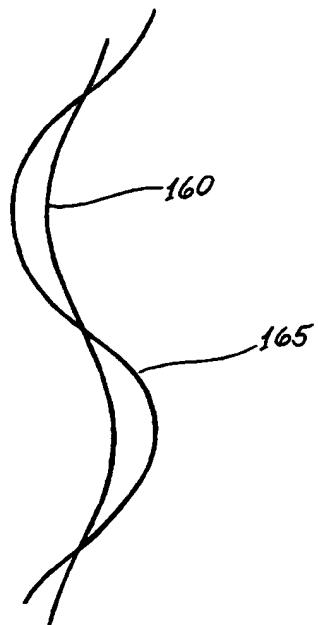


Fig. 7c

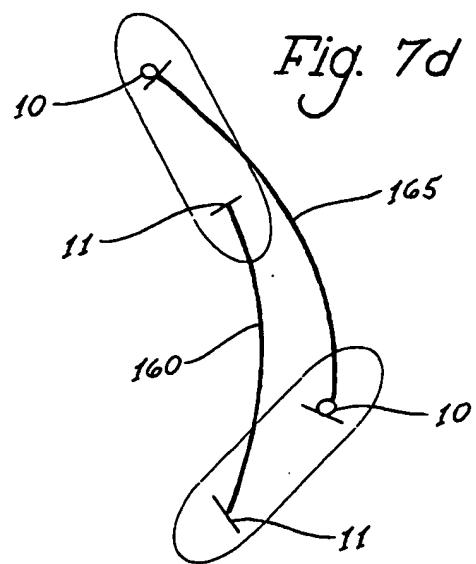
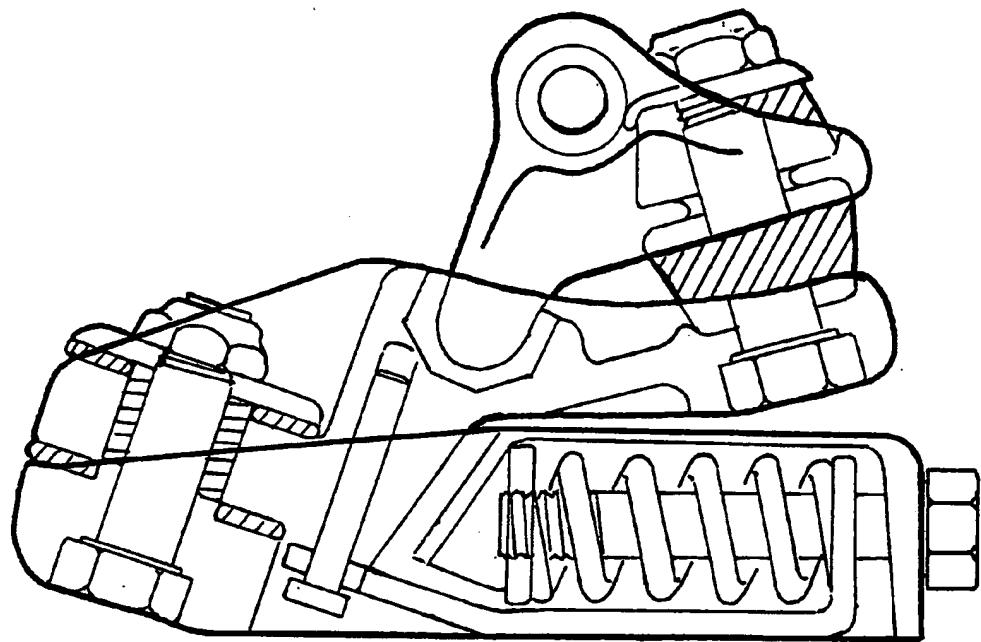


Fig. 7d



*Fig. 8*

## TRUCK FOR SKATEBOARDS

## FIELD OF THE INVENTION

The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

## BACKGROUND OF THE INVENTION

Conventional skateboards utilize steering mechanisms known as trucks. Typically a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very little.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Pat. No. 5,522,620 to Pracas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight shifting does not bear any leverage upon the pivotal member when the arm is near the center of its range. Further when the pivotal member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the '620 device fails not to regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

## SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning

abilities. Generally speaking, a truck according to this invention comprises an axle having a pair of wheels mounted at opposite ends thereof. A shaft extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shaft on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard oil the water.

## DESCRIPTION OF THE DRAWINGS

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in conjunction with the accompanying drawings wherein:

FIG. 1 is an exploded perspective view of the skateboard truck of the present invention;

FIG. 2 is a cross-sectional side view of the base plate of the truck in FIG. 1;

FIG. 3 is a bottom view of the base plate in FIG. 2;

FIG. 4 is a cross-sectional side view of the pivoting member of the truck in FIG. 1;

FIG. 5 is a cross-sectional side view of the assembled truck in FIG. 1;

FIG. 6A is a top view of the truck in FIG. 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and-fro;

FIGS. 6B and 6C are perspective views of the truck in FIG. 1 mounted onto a skateboard, the views showing the arcing; lateral movement of the nose of the skateboard as it moves to-and-fro;

FIGS. 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

FIGS. 7C and 7D are simplified schematic views of the path of motion of the skateboard in FIG. 6; and

FIG. 8 is a side view of an alternative embodiment of the truck in FIG. 1.

## DETAILED DESCRIPTION OF THE INVENTION

In a preferred embodiment of the invention, there is provided a skateboard truck 10 having, two independently

spring-loaded pivoting members. As shown in FIG. 1, the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

Referring to FIG. 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable 12 construction and made of any suitable material in a preferred embodiment, the baseplate 12 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about  $\frac{3}{16}$  inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto the underside of the skateboard platform.

Referring to FIGS. 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having at recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs 40 which extend into the recess 32. As shown in FIG. 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about  $10^\circ$  to about  $25^\circ$ , more preferably at about  $17^\circ$ . The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and atop wall 49, forming a cavity 46 in the housing; 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

Referring to FIG. 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic. Referring now to FIG. 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring back to FIG. 1, the arm 62 extends upwardly from the base 60 and comprises at pair of gussets 73 and a cantilevered body 74 having at proximal end 65 and distal end 67. The gussets 73 are triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is an arching structure extending from the gussets 73 at an acute angle 80 (see FIG. 4) relative a lateral pedestal base plane 68, preferably at about a  $17^\circ$  angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to FIG. 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally

includes a counterbore 92 defining a second axis 91 inclined at all angle preferably about  $30^\circ$  relative to the pedestal base plane 68. Referring now to FIG. 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to FIG. 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about  $40^\circ$  relative to the second axis 91.

With reference to FIG. 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include n pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112, extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

Referring to FIGS. 1 and 5, the hanger 16 is preferably mounted onto the arm 62 by a kingpin or support member 114 which passes through the eyelet 112 of the platform 110. When assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the an body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and washer 118 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about  $\frac{3}{8}$  inches in diameter. Referring to FIGS. 1 and 4, in a presently preferred embodiment the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108 engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm 62.

The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see FIG. 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or sprint,—loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm 62 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. Pat. No. 5,263,725 to Gesmer et al., maybe used instead of the urethane bushing system.

The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are

fabricated from steel having conventional dimensions, preferably about  $\frac{3}{8}$  inches in diameter.

The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of hearing plates 138, are displaced between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the first bearing 140 is a steel needle thrust bearing having an outer diameter of about  $\frac{7}{8}$  inches and an inner diameter of about  $\frac{1}{2}$  inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an upper surface 27. The nut 134 is disposed within the housing recess 32, between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

The second bearing 146 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the second bearing 146 is a steel needle thrust bearing having an outer diameter of about  $2\frac{3}{16}$  inches and an inner diameter of about  $1\frac{1}{2}$  inches. The bearings 140 and 146 function to provide smooth rotation of the pivoting member 14. In alternative embodiments, other means may be used to provide minimal friction between the arm 62 and the base 12, such as ball hearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

A spring system 50 retained within the housing 44 includes a link 152, a link bolt 154, a spring 158, and a not plate 156. The link 152 comprises a resilient metal formed in an L-shape, having a first portion 151 extending substantially perpendicular from a second portion 157 that is substantially canted at its distal end. The link 152 is preferably formed from a sheet of stainless steel, but may be of any suitable material having similar material properties. The first portion 151 comprises a bolt opening 155 centrally displaced along the first portion 151. The second portion 157 comprises a link pin opening 153 along its canted distal end.

The spring system 50 is coupled to the housing 44 bypassing the link bolt 154 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link bolt 154 is Grade 8 steel having a diameter of about  $\frac{5}{16}$  inches. A threaded portion of the link bolt 154 engages a threaded hole 160 centrally located within the not plate 156. The spring 158 is preferably a steel heavy-duty compression spring disposed between the not plate 156 and the first portion 151 of the link 152.

The spring system 50 is coupled to the pivoting member 14 by engaging the link pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50 functions to control the rotational movement of the pivoting member 14. The link 152 is spring-loaded to resist and control rotational movement of the pivoting member 14. By turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the not plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion of the link bolt 154 is fully engaged with the not plate 156, the tension in the link 152 will stiffen and the

spring system 50 will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion of the link bolt 154 is disengaged from the not plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Pat. No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from the deck. FIGS. 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately  $30^\circ$  to  $60^\circ$  relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the plane of movement, and wherein the. Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about  $130^\circ$  to about  $160^\circ$ , more preferably at  $140^\circ$ . The dual pivoting truck 10 enables the nose of the skateboard to move in a side-to-side motion.

Referring to FIG. 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear trucks pivot in one dimension symmetrically and in fixed relation, as shown in FIG. 7B. A skateboard according to the preferred embodiments of the present invention, utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in FIGS. 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10

turns on a secondary sinusoidal path 165. As such, the skateboard may trace a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

The angled configuration of the bearing plane 29 (see FIG. 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in FIGS. 6A-C. The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together. Without the angled bearing plane, lateral weight shift from the center position would bear too little, torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning; control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward. Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to FIG. 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as an Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the

rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

In alternative embodiments, the base plate of the truck can be altered to any suitable size or shape. An example of a modified embodiment is shown in FIG. 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the axle may pivot relative to the pivoting member 14.

The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.

What is claimed is:

1. A skateboard truck comprising:

an arm adapted to be pivotally attached to an inclined surface, inclined relative to the underside of a skateboard deck having a first skateboard truck pivot axis; an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle the arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard truck about two axes of freedom.

2. The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

3. The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

4. The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.

5. The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about 160°.

6. The skateboard truck of claim 2, further comprising a springloaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

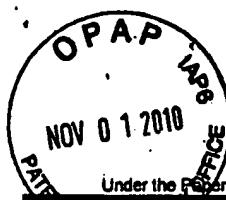
7. The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

8. A skateboard truck comprising:  
a base attachable to the underside of a skateboard deck;  
an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;  
an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and  
a coupling operatively connected between the base and 10 the arm,  
whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.
9. The skateboard truck of claim 8, wherein the base 15 comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.
10. The skateboard truck of claim 9, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

11. The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.
12. The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.
13. The skateboard truck of claim 8, wherein the coupling is a spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.
14. The skateboard truck of claim 13, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

\* \* \* \* \*

# **Exhibit 2**



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cc  
#21

PTO/SB/85 (03-09)  
Approved for use through 03/31/2012. OMB 0651-0016

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**PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))** Docket Number (Optional) **CSI001**

RECEIVED

Mail to: Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria VA 22313-1450  
Fax: (571) 273-8300

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NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent Number: 6,793,224

Application Number: 09/801,536

Issue Date: 09-21-2004

Filing Date: 03-08-2001

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

- is a reissue of original Patent No. \_\_\_\_\_ original issue date \_\_\_\_\_  
original application number \_\_\_\_\_  
original filing date \_\_\_\_\_
- resulted from the entry into the U.S. under 35 U.S.C. 371 of international application  
\_\_\_\_\_ filed on \_\_\_\_\_

**CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

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October 27, 2010

/Cary Tope-McKay/

Date

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**CARY TOPE-MCKAY**

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[Page 1 of 4]

This collection of information is required by 37 CFR 1.378(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**1. SMALL ENTITY** Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27**2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS** Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)**3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))**

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input checked="" type="checkbox"/>	\$ _____	3 ½ yr fee	<input checked="" type="checkbox"/>	\$ 490.00	3 ½ yr fee
<input type="checkbox"/>	\$ _____	7 ½ yr fee	<input type="checkbox"/>	\$ _____	7 ½ yr fee
<input type="checkbox"/>	\$ _____	11 ½ yr fee	<input type="checkbox"/>	\$ _____	11 ½ yr fee

MAINTENANCE FEE BEING SUBMITTED \$ \_\_\_\_\_

**4. SURCHARGE**

The surcharge required by 37 CFR 1.20(i)(1) of \$ 700.00 (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED \$ 700.00

**5. MANNER OF PAYMENT** Enclosed is a check for the sum of \$ \_\_\_\_\_ Please charge Deposit Account No. \_\_\_\_\_ the sum of \$ \_\_\_\_\_ Payment by credit card. Form PTO-2038 is attached.**6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY** The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. 50-2691

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**7. OVERPAYMENT**

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 Send refund check**WARNING:**

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

**8. SHOWING**

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

**9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.**/Cary Tope-McKay/

Signature(s) of Petitioner(s)

October 27, 2010

Date

CARY TOPE-MCKAY

Typed or printed name(s)

41,35030765 Pacific Coast Highway #420

Registration Number, if applicable

Address

310-589-8158

Telephone Number

Malibu, CA 90265

Address

**ENCLOSURES:**

- Maintenance Fee Payment
- Statement why maintenance fee was not paid timely
- Surcharge under 37 CFR 1.20(i)(1) (fee for filing the maintenance fee petition)
- Other:

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."

/Cary Tope-McKay/

Signature

CARY TOPE-MCKAY

Type or printed name

October 27, 2010

Date

41,350

Registration Number, if applicable

STATEMENT

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

Included with this form is a Statement with a series of facts that collectively show that the delay was unavoidable.

*(Please attach additional sheets if additional space is needed)*



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

NOV 08 2010

OFFICE OF PETITIONS

IN RE APPLICATION OF: NEIL STRATTON  
APPLICATION NO.: 09/801,536  
PATENT NO: 6,793,224  
FILED: MARCH 8, 2001  
ISSUED: SEPTEMBER 21, 2004  
TITLE: TRUCK FOR SKATEBOARDS

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United States Patent and Trademark Office  
Mail Stop: PETITION  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

SHOWING (Item 8; Statement Showing Unavoidable Delay)

Dear Commissioner,

Below is a statement showing that the delay in timely payment of the 3-1/2 year maintenance fee for U.S. Patent No. 6,793,224 was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. More specifically, the following facts collectively show (1) evidence concerning the procedures in place that should have avoided the error resulting in the delay; (2) evidence concerning the training and experience of the persons responsible for the error; and (3) copies of any applicable docketing records to show that the error was in fact the cause of the delay. Thus, per MPEP §

711.03(c), subsection II.C.2, the facts set forth below collectively show that the delay in payment of the Maintenance Fee was "Unavoidable". The facts that collectively establish that the delay was Unavoidable, are as follows:

- Inventor and Petitioner, Neil Stratton, engaged patent counsel Christie, Parker & Hale LLP ("First Patent Counsel") to prepare and file a patent application directed to a Truck for Skateboards.
- On March 08, 2001, First Patent Counsel filed U.S. Patent Application No. 09/801,536 ("Patent Application").
- On August 01, 2002, First Patent Counsel instructed the USPTO to direct all correspondence, including fee-related correspondence, for the Patent Application, to the address of record for Customer Number 23363, which is Christie, Parker & Hale, 350 W. Colorado Blvd., Suite 500, Pasadena CA 91105. Attached hereto as Exhibit A is a copy of the instructions from First Patent Counsel.
- Sometime thereafter, a disagreement occurred between Petitioner and First Patent Counsel.
- On approximately August 15, 2002, First Patent Counsel filed a petition to withdraw as counsel and redirected ALL future correspondence, including fee-related correspondence, to the President of Carver Skateboards, Inc., Eyreick Williamson, at 245 Turnbull Canyon Dr., City of Industry, CA 91745. Attached hereto as Exhibit B is a copy of the application to withdraw as counsel and redirecting all future correspondence to Carver Skateboards, Inc. (Assignee at the time).
- In approximately November of 2002, Petitioner engaged the services of Tope-McKay & Associates ("Second Patent Counsel") to assist Petitioner, on a piece-meal basis, in responding to Office Actions and other communications from the USPTO.
- Due to Petitioner's experience with First Patent Counsel, Petitioner wanted to reduce docketing costs and maintain further control of the Patent Application. As such, although Petitioner engaged Second Patent Counsel to respond to USPTO communications related to the Patent Application, such communications continued to be mailed to Carver Skateboards, Inc., and Second Patent Counsel was not made the attorney of record on the USPTO's PAIR system.

- After responding to various communications from the Office, the Patent Application was allowed.
- On approximately April 14, 2003, the Petitioner prepared and mailed the Issue Fee Transmittal form to the USPTO. Attached herewith as Exhibit C is a copy of the Issue Fee Transmittal Form as prepared by Petitioner. It should be noted that in preparing the Issue Fee Transmittal Form, the Petitioner indicated that communications should continue to be directed to Eyreick Williamson, at 245 Turnbull Canyon Dr., City of Industry, CA 91745. Further, Petitioner believed that by entering Second Patent Counsel's name in Box 2 of the Issue Fee Transmittal Form, Second Patent Counsel would now become the listed Attorney of Record. However, as noted in the File Wrapper of the Patent Application, there is no attorney of record in the USPTO's PAIR system.
- The Patent Application issued as U.S. Patent No. 6,793,224 on September 21, 2004.
- Although Second Patent Counsel was not the attorney of record for managing the entire case (as Second Patent Counsel's services were engaged on a piece-meal basis), as a courtesy, Second Patent Counsel entered the issue date and maintenance fee payment due date into Second Patent Counsel's Docketing System. More specifically, Second Patent Counsel uses a redundant procedure for docketing. The redundant procedure includes use of both an Excel spreadsheet and Case Tracking Software (as produced by FlexTrac, Inc.), collectively referred to as the Docketing System.
- Patent issuance information was entered into the Docketing System and managed by staff of Second Patent Counsel, the staff being an attorney licensed by the State of California.
- During the time that the Maintenance Fee window was open (September 21, 2007 through March 22, 2008), Carver Skateboards, Inc. was managed by Eyreick Williamson, who was responsible for ensuring payment of the Maintenance Fees.
- On approximately February 29, 2008, review of the Docketing System notified Second Patent Counsel's Office Manager of the open Maintenance Fee window.
- On approximately February 29, 2008, Second Patent Counsel's Office Manager prepared and e-mailed a courtesy Maintenance Fee Reminder Letter to the Petitioner at neil.stratton@comcast.net, which was the e-mail address that was recorded in the Docketing System. Attached hereto as Exhibit D is a true and correct copy of the

Maintenance Fee Reminder Letter that was e-mailed to the Petitioner. Attached hereto as Exhibit E is a true and correct copy of the e-mail from the Second Patent Counsel's Office Manager to Petitioner regarding the Maintenance Fee Reminder Letter. As noted in Exhibit E, the e-mail was addressed to neil.stratton@comcast.net.

- The Petitioner's correct e-mail address was and is neilstratton@comcast.net, without the period separating his first and last name.
- Because the Docketing System had the wrong e-mail address, the Petitioner never received the courtesy Maintenance Fee Reminder Letter.
- Further, as noted in the Patent Bibliographic Data Sheet (attached herewith as Exhibit F), a Maintenance Fee Reminder was mailed by the USPTO to First Patent Counsel on March 31, 2008. Attached hereto as Exhibit G is a copy of the actual Maintenance Fee Reminder as mailed by the USPTO to First Patent Counsel. Thus, although First Patent Counsel directed the USPTO to change the correspondence address for all correspondence, the USPTO failed to change the fee address, which resulted in any fee reminders being mailed to First Patent Counsel and NEITHER Petitioner NOR Second Patent Counsel.
- First Patent Counsel DID NOT provide the Maintenance Fee Reminder to Petitioner.
- During the time that the Maintenance Fee window was open, the Petitioner was displeased with the management as provided by Eyreick Williamson and, in approximately August of 2008, the Petitioner removed Eyreick Williamson and took over Carver Skateboards, Inc.; however, Petitioner believed that the Maintenance Fee had been taken care of by previous management.
- The maintenance fee was not timely paid, which resulted in the patent expiring on September 21, 2008.
- On October 10, 2008, the USPTO mailed a Notice of Patent Expiration to the First Patent Counsel. Attached hereto as Exhibit H is a copy of the Notice of Patent Expiration as mailed to First Patent Counsel. Again, although First Patent Counsel directed the USPTO to change the correspondence address for all correspondence, the USPTO failed to change the fee address, which resulted in the Notice of Patent Expiration being mailed to First Patent Counsel and NEITHER Petitioner NOR Second Patent Counsel.

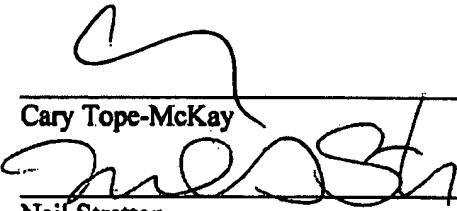
- The First Patent Counsel DID NOT provide the Notice of Patent Expiration to the Petitioner.
- Petitioner was in the process of preparing an assignment for the patent and contacted the USPTO in May of 2010 to inquire about assignment processes.
- Believing that the Patent was still valid, the Petitioner recorded an assignment with USPTO on June 21, 2010, as Reel/Frame (024563/0654). Attached hereto as Exhibit I is a copy of the Notice of Recordation.
- On October 19, 2010, Second Patent Counsel was in the process of preparing a letter on behalf of Petitioner, alleging infringement of the Patent by a competitor. In preparing the letter, Second Patent Counsel went to PAIR to copy a fresh set of claims from PAIR to incorporate into the letter. While on PAIR, Second Patent Counsel noticed that the status listed the patent as expired for failure to pay the maintenance fees. Second Patent Counsel immediately contacted Petitioner, who was shocked to hear that the Patent was expired.
- On October 20, 2010, Second Patent Counsel and Petitioner contacted the USPTO inventor assistance center (Reference Number 1-77297035) to inquire about the status of the case.
- On October 20, 2010, Second Patent Counsel ordered the complete file wrapper from Thomson Reuters (Order Number: 1058551) to review the file wrapper and identify how the delay in payment of the maintenance fee occurred. Attached hereto as Exhibit J is a copy of the Order Confirmation from Thomson Reuters.
- On October 21, 2010, counsel received the file wrapper from Thomson Reuters and began gathering exhibits and preparing the present Petition to Revive based unavoidably delayed payment.

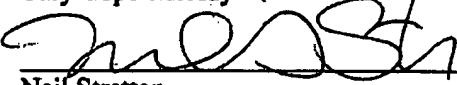
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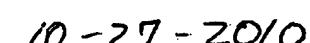
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We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

  
\_\_\_\_\_  
Cary Tope-McKay

  
\_\_\_\_\_  
Neil Stratton

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

# **Exhibit 3**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

TOPE-MCKAY & ASSOCIATES  
30765 PACIFIC COAST HIGHWAY #420  
MALIBU, CA 90265

MAILED  
MAR 21 2011  
OFFICE OF PETITIONS

In re Patent of Neil Stratton  
Patent No. 6,793,224  
Issue Date: September 21, 2004  
Application No. 09/801,536  
Filing Date: March 8, 2001  
Attorney Docket No. CS1001

Letter

Request for Information

This letter is being issued in response to the petition under 37 CFR 1.378(b) filed November 1, 2010.

Petitioner should submit the information requested in this letter within **TWO MONTHS** of the mailing date of this letter. Extensions of time may not be obtained. No additional fee is due for a response to the instant request for information. The response to this Requirement for Information should include a cover letter entitled "Response to Request for Information." The failure to file a reply to the instant Request for Information will be interpreted as a desire to no longer pursue reinstatement of the patent and the Office will give no further consideration to the matter.

Facts

Application No. 09/801,536 was filed March 8, 2001.

During late 2002, the firm of Tope-McKay & Associates began assisting the inventor, "on a piece-meal basis," to respond to communications from the USPTO.

In order to reduce docketing costs and maintain control of prosecution, the inventor had all communications sent to the following address:

Eyreick Williamson, President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry CA 91745

The Office mailed a Notice of Allowance on February 20, 2003.

The inventor prepared and filed drawings and the issue fee transmittal form on April 15, 2003.

Office records failed to indicate the Office received the issue fee. As a result, the Office mailed a Notice of Abandonment on June 27, 2003.

A petition under 37 CFR 1.137(b) was filed by the law firm on June 8, 2004. The petition asserted a check for the issue fee was filed with the April 15, 2003 papers. A decision granting the petition under 37 CFR 1.137(b) was mailed June 16, 2004.

The application issued as patent on September 21, 2004.

As a courtesy, the law firm entered the maintenance fee due date into its docketing system.

The 3.5 year maintenance fee could have been paid from September 21, 2007, to March 21, 2008, or with a surcharge from March 22, 2008, to September 22, 2008.

At the time the maintenance fee first became due, "Carver Skateboards, Inc. was managed by Eyreick Williamson, who was responsible for ensuring payment of the Maintenance Fee window."

On or about February 29, 2008, the law firm sent a maintenance fee reminder via e-mail to neil.stratton@comcast.net, the e-mail address for the inventor in the firm's docketing system. However, the inventor never received the e-mail because his correct e-mail address was neilstratton@comcast.net.

The petition states,

Petitioner was displeased with the management as provided by Eyreick Williamson and, in approximately August of 2008, the Petitioner removed Eyreick Williamson and took over Carver Skateboards, Inc.; however, Petitioner believed that the Maintenance Fee had been taken care of by previous management.

On October 19, 2010, the law firm discovered the expiration of the patent while preparing a letter to a competitor alleging infringement of the patent.

The instant petition was filed November 1, 2010.

Request

The petition references several exhibits. However, the Office is unable to locate a copy of any of the exhibits in the file. The Office requests Petitioner supply a copy of the exhibits.

### Recommendation

The Office strongly recommends, but is not requiring, Petitioner supply a statement from both Williamson and Stratton.

The Office also strongly recommends, but is not requiring, Petitioner supply information addressing the following questions:

1. Did Stratton ever assign his rights in the patent to Carver Skateboards? If yes, when?
2. Did Stratton inform Williamson that Stratton was relying on Williamson to ensure maintenance fees would be timely paid for the patent?
3. Did Williamson ever agree to take steps to ensure maintenance fees would be timely paid for the patent?
4. Did Stratton take any steps to ensure maintenance fees would be timely paid for the patent? If yes, what steps did he take?
5. Did Williamson take any steps to ensure maintenance fees would be timely paid for the patent? If yes, what steps did he take?
6. What is the specific date on which Stratton replaced Williamson?
7. Why did Stratton, when he replaced Williamson, assume the 3.5 year fee had already been paid even though the last day the fee could have been timely paid was September 22, 2008?
8. What steps, if any, did Stratton take to ensure the 7.5 year maintenance fee would be timely paid?

Further correspondence with respect to this matter may be submitted as follows:

By Internet: A request for reconsideration may be filed electronically using EFS Web.<sup>1</sup> Document Code "PET.OP" should be used if the request is filed electronically.

By mail: Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

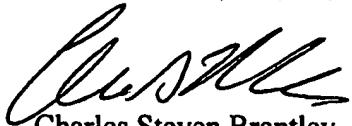
By facsimile: (571) 273-8300  
Attn: Office of Petitions

By hand: U.S. Patent and Trademark Office  
Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

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<sup>1</sup> General Information concerning EFS Web can be found at <http://www.uspto.gov/patents/process/file/efs/index.jsp>.

Telephone inquiries regarding this communication should be directed to Petitions Attorney Steven Brantley at (571) 272-3203.



Charles Steven Brantley  
Senior Petitions Attorney  
Office of Petitions

# **Exhibit 4**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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IN RE APPLICATION OF: NEIL STRATTON  
PATENT NO: 6,793,224  
ISSUED: SEPTEMBER 21, 2004  
APPLICATION NO.: 09/801,536  
FILED: MARCH 8, 2001  
ATTORNEY DOCKET NO: CSI001  
TITLE: TRUCK FOR SKATEBOARDS

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United States Patent and Trademark Office  
Mail Stop: PETITIONS  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

RESPONSE TO REQUEST FOR INFORMATION

Dear USPTO Petitions Attorney,

In reply to the Request for Information dated March 21, 2011, for which the TWO MONTH response period extends through and includes May 21, 2011, the Petitioner respectfully requests the entry and consideration of the following Response to Request for Information.

- The office indicated that it was unable to locate copies of the exhibits in the file and asked the Petitioner to supply an additional copy. Included herewith is another copy of the Exhibits as referenced in the original filing.
- The Office recommended the Petitioner supply a statement from both Williamson and Stratton. Included herewith is a written and signed statement from both Williamson and Stratton.

- The Office also asked that the Petitioner provide the following information:
  1. At the time of applying for the patent, on approximately March 8, 2001, Christie, Parker & Hale LLP ("First Patent Counsel") provided Stratton an assignment ("First Assignment") in which Stratton assigned rights to the present patent to Carver Skateboards, Inc. ("First Corporation"). Apparently, First Patent Counsel did not record the assignment with the USPTO and Petitioner is unable to locate a copy of the assignment. Nevertheless, the assignment was executed and Mr. Stratton later reassigned ("Second Assignment") it to the newly formed company, Carver International Inc. ("Second Corporation"), after Mr. Williamson's dismissal and the formation of the Second Corporation.
  2. As the CEO and CFO of Carver Skateboards, Inc., it was agreed by both Stratton and Williamson that Williamson was responsible for paying the maintenance fees. Stratton also believed that the new law firm, Tope-McKay and Associates ("Second Patent Counsel"), was now in charge of notifying Petitioner and Stratton of any notices, fees or issues.
  3. Williamson did agree to manage the legal aspects of the company, including the upkeep of maintenance fees. Williamson had also been told by Stratton that the Second Patent Counsel would alert Petitioner to any notices, fees, or issues.
  4. When Stratton met with Second Patent Counsel and hired the law firm to complete the patent, Stratton believed that Second Patent Counsel would set up a notification system that would alert Stratton to any fees (i.e., maintenance fees) that were due to ensure that the maintenance fees would be timely paid. Second Patent Counsel did set up such a notification system (i.e., Docketing System); however, the notification system sent the maintenance fee notice to an incorrect e-mail address which resulted in no one receiving the notice.
  5. Williamson worked with Stratton to ensure that the maintenance fees were timely paid by engaging Second Patent Counsel. In engaging Second Patent Counsel, Williamson believed that Second Patent Counsel would set up a notification system that would alert Stratton to any fees (i.e., maintenance fees) that were due to ensure that the maintenance fees would be timely paid. Second Patent Counsel did set up such a notification system; however, the notification system sent the

maintenance fee notice to an incorrect e-mail address which resulted in no one receiving the notice.

6. Stratton replaced Williamson in June of 2008.
7. Stratton was told by Williamson that the patent was current, and in fact Stratton paid Williamson for his share of the patent when the First Corporation was dissolved and the assets were distributed. Further, Stratton's belief was seemingly confirmed when the USPTO recorded the Second Assignment (on March 7th of 2010) from Carver Skateboards Inc. to Carver International Inc. It seemed logical to Stratton that if there were a problem with patent that the USPTO would have alerted him at the time of the reassignment. Stratton believed that the fees would have come due during Williamson's management well before Stratton replaced Williamson as CEO, so Stratton believed that it should have been taken care of already.
8. Now that these issues have come to light, several methods have been set up to ensure the 7.5 year maintenance fee, due by March 24 2012, will be timely paid. First, the notification system by Second Patent Counsel has been corrected so that notices will arrive properly. The notices will also be sent via paper mail in addition to electronic mail so there is a redundancy. Second, the office manager of Second Corporation (current assignee) has listed the 7.5 year maintenance fee due date on a physical calendar for the upcoming calendar year. Third, Stratton has also written the due date in his personal calendar. Fourth, the office manager of Second Corporation has posted the 7.5 maintenance fee as a bill with a future due date so that the daily reviewed "bills due report" will list the maintenance fee when it becomes due.

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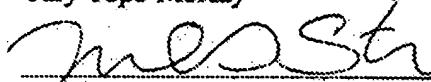
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We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

/Cary Tope-McKay/

Cary Tope-McKay



Neil Stratton

05/13/2011

Date

05/02/2011

Date

Included with this Response are the following Exhibits that were referenced in the Statement Showing Unavoidable Delay that was submitted with the initial Petition to Revive.

- A. Exhibit A is a copy of the instructions from First Patent Counsel to the USPTO to direct all correspondence, including fee-related correspondence, for the Patent Application, to the address of record for Customer Number 23363, which is Christie, Parker & Hale, 350 W. Colorado Blvd., Suite 500, Pasadena CA 91105
- B. Exhibit B is a copy of the application to withdraw as counsel and directing the USPTO to redirect all future correspondence to Carver Skateboards, Inc. (Assignee at the time).
- C. Exhibit C is a copy of the Issue Fee Transmittal Form as prepared by Petitioner
- D. Exhibit D is a true and correct copy of the Maintenance Fee Reminder Letter that was e-mailed to the Petitioner at neil.stratton@comcast.net, which was the e-mail address that was recorded in the Docketing/Notification System.
- E. Exhibit E is a true and correct copy of the e-mail from the Second Patent Counsel's Office Manager to Petitioner regarding the Maintenance Fee Reminder Letter. As noted in Exhibit E, the e-mail was addressed to neil.stratton@comcast.net. The Petitioner's correct e-mail address was and is neilstratton@comcast.net, without the period separating his first and last name.
- F. Exhibit F is a copy of the Patent Bibliographic Data Sheet, indicating that a Maintenance Fee Reminder was mailed by the USPTO to First Patent Counsel on March 31, 2008.
- G. Exhibit G is a copy of the actual Maintenance Fee Reminder as mailed by the USPTO to First Patent Counsel.
- H. Exhibit H is a copy of the Notice of Patent Expiration as mailed to First Patent Counsel.
- I. Exhibit I is a copy of the Notice of Recordation, in which Petitioner recorded an assignment with USPTO on June 21, 2010, as Reel/Frame (024563/0654).
- J. Exhibit J is a copy of the Order Confirmation from Thomson Reuters in which Second Patent Counsel ordered the complete file wrapper from Thomson Reuters (Order Number: 1058551) to review the file wrapper and identify how the delay in payment of the maintenance fee occurred

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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IN RE APPLICATION OF:	NEIL STRATTON
PATENT NO:	6,793,224
ISSUED:	SEPTEMBER 21, 2004
APPLICATION NO.:	09/801,536
FILED:	MARCH 8, 2001
ATTORNEY DOCKET NO:	CSI001
TITLE:	TRUCK FOR SKATEBOARDS

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STATEMENT FROM WILLIAMSON

Dear USPTO Petitions Attorney,

I, Eyreick Williamson, am the former CEO of Carver Skateboards Inc, which at the time was the assignee of U.S. Patent No 6,793,224, entitled, "Truck for Skateboard."

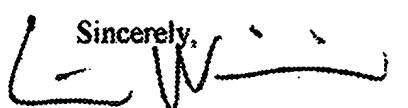
During my time as CEO I paid all the fees and legal costs associated with our patents whenever our law firm notified us. I was unaware that there was any issue with the maintenance fees for this patent, as I had believed that our new law firm would contact us regarding any notices or fees.

Had I received a notice to pay the maintenance fees, I would have either paid them or notified Mr. Stratton of the notice. As it was, I did not know there was a problem until I was recently contacted to write this letter.

I hope that the circumstances do not unfairly penalize Mr. Stratton for something he believed had been taken care of.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

Sincerely,



E. Williamson

4/29/04

Date:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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IN RE APPLICATION OF: NEIL STRATTON  
PATENT NO: 6,793,224  
ISSUED: SEPTEMBER 21, 2004  
APPLICATION NO.: 09/801,536  
FILED: MARCH 8, 2001  
ATTORNEY DOCKET NO: CSI001  
TITLE: TRUCK FOR SKATEBOARDS

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STATEMENT FROM STRATTON

Dear USPTO Petitions Attorney,

I, Neil Stratton, am petitioning your office to reinstate our patent, U.S. Patent No. 6,793,224, due to the unavoidable circumstances described below.

Our first patent firm (i.e., Christie, Parker & Hale LLP ("First Patent Counsel")) took several years to accomplish very little and charged us an exorbitant premium, so we had to change firms mid stream, which created some confusion. Our new firm (i.e., Tope-McKay and Associates ("Second Patent Counsel")) finished the work in good time at a fair cost and performed very well, and so we were very confident that they were taking care of our needs. At the time we completed the patent we also set up a notification system that would alert us to any notices, updates and renewal fees. I had every reason to believe that they would contact Carver Skateboards, Inc. or myself with any notices. But because the notification system we had set in place contained an error in the e-mail address, the notifications did not arrive and I was unaware that the fees had not been paid.

From 2000 to 2008, Williamson was the CEO of Carver Skateboards, Inc. and handled all legal and financial matters, while I was in charge of new designs and marketing. During this time Williamson paid all the legal fees pertaining to the patent, and most of these were not discussed with me unless there was a design question.

When Williamson and I decided to split in June of 2008, and the division of the company's assets were discussed, including this patent, I was assured that everything was current and in full force. Monies were even allocated for Williamson's share of the patent. I am not a businessman by training but a designer, and when I took over the operation it was sinking financially at the start of the recession, so I had to quickly learn how to set up and run a manufacturing business under very difficult circumstances. I trusted that the patent had been renewed as I had been told, especially as it represents the core of our business, and I focused on saving the company.

When I was able to, I set out to reassign the patent to the new corporation. The USPTO accepted my reassignment and recorded it May 7<sup>th</sup> of 2010. This confirmed to me that

everything was current. I was not aware at the time that the USPTO would not alert me to an issue in recording a reassignment for an abandoned patent.

This patent is not only the protection for the signature product of my company but the result of many years of my personal work developing the idea into a product. As your office is surely aware, bringing new ideas to the market is not an easy thing to do, and in the face of many years of denial by the marketplace, my company and the innovative product I developed has finally begun to find acceptance. With success comes imitators, and we are experiencing this in increasing volume. There are currently 11 knock-off products directly imitating ours in overseas markets where we do not have patent protection. Some of these knock off companies are now coming to the USA and trying to infringe on our patented, American made invention. In fact, it was during the preparation for a Cease and Desist that our attorney, Marcus Kissel of Tope-McKay & Associates, discovered that the patent was listed as abandoned and instantly alerted us to the problem. Our response had been immediate, and we have since set up better systems to insure that this and our other intellectual properties are being renewed on time. I hope that we can emerge from this disaster whole again, and that with your help we can get back what we worked so hard to create.

Thank you for taking the time to consider my plea.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

  
Neil Stratton

MAY 2 2011

Date:



UNITED STATES  DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

CHANGE OF ADDRESS/POWER OF ATTORNEY

#9

FILE LOCATION      36C5      SERIAL NUMBER 09801536      PATENT NUMBER

THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 23363

THE PRACTITIONERS OF RECORD HAVE BEEN CHANGED TO CUSTOMER # 23363

THE FEE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 23363

ON 07/24/02 THE ADDRESS OF RECORD FOR CUSTOMER NUMBER 23363 IS:

CHRISTIE, PARKER & HALE, LLP  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA CA 91105

AND THE PRACTITIONERS OF RECORD FOR CUSTOMER NUMBER 23363 ARE:

17968	19959	20356	20958	22134	22183	22653	22671	22994	24187
25312	25355	25373	28301	29371	29946	30831	31135	31953	32213
33485	34133	34849	35581	36045	36593	37208	38985	39558	39739
39759	39778	40285	41057	41159	41681	41886	42052	42419	42681
43693	43945	44257	44284	44548	44641	44816	46083	47317	47822
50517	50791	51304							

RECEIVED  
AUG 8 2002  
GROUP 3600

PTO INSTRUCTIONS: PLEASE TAKE THE FOLLOWING ACTION WHEN THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER NUMBER: RECORD, ON THE NEXT AVAILABLE CONTENTS LINE OF THE FILE JACKET, 'ADDRESS CHANGE TO CUSTOMER NUMBER'. LINE THROUGH THE OLD ADDRESS ON THE FILE JACKET LABEL AND ENTER ONLY THE 'CUSTOMER NUMBER' AS THE NEW ADDRESS. FILE THIS LETTER IN THE FILE JACKET. WHEN ABOVE CHANGES ARE ONLY TO FEE ADDRESS AND/OR PRACTITIONERS OF RECORD, FILE LETTER IN THE FILE JACKET. THIS FILE IS ASSIGNED TO GAU 3618.



COPY OF PAPER'S  
ORIGINALLY FILED

3618  
#10  
PCT  
WPO  
Attty  
D

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Neil Stratton  
Application No. : 09/801,536  
Filed : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
  
Grp/Div. : 3618  
Examiner : Mar, Michael Y.  
  
Docket No. : 37197/RJW/AB24

RECEIVED  
AUG 29 2002  
GROUP 3600

APPLICATION TO WITHDRAW AS ATTORNEYS OF RECORD  
IN PENDING APPLICATION

Assistant Commissioner for Patents  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068  
August 15, 2002

Commissioner:

The undersigned, for themselves and for all other persons appointed by Applicant in the Declaration and Power of Attorney executed on March 6, 2001, apply to withdraw as attorneys of record in the above-identified application. The undersigned have express authority and power to act for said other persons, as evidenced by the enclosed copy of a Reciprocal Authorization Re Withdrawal of Attorneys before the U.S. Patent Office and executed by the undersigned and all of said other persons.

Applicant and Mr. Eyreick Williamson, his employer at Carver Skateboard, Inc. have been advised of this withdrawal. Applicant and Mr. Williamson have also been given a copy of the outstanding Office action dated July 22, 2002, and has been informed that a response must be filed no later than January 22, 2003.

A copy of this Notice of Withdrawal as Attorneys of Record is being mailed to the Applicant and Mr. Williamson.

Please address all future correspondence to Carver Skateboards, Inc., 245 Turnbull Canyon Road, City of Industry, California 91745 to the attention of Mr. Eyreick Williamson, President.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2700 Crystal Drive, Arlington, VA 22203-3013 on:

Date of deposit: 8/15/02  
Carol A. Buckley

-1-

Exhibit B

Application No. 09/801,536

This request to withdraw is being submitted in triplicate (original plus two copies).

Respectfully submitted.

CHRISTIE, PARKER & HALE, LLP

By Neil J. Stratton Reg. No. 29,946  
for Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

By Walter G. Maxwell  
Walter G. Maxwell  
Reg. No. 25,355  
626/795-9900

By L.T.R.  
Lee T. Rahn  
Reg. No. 20,356  
626/795-9900

RJW/clb

Enclosures: Application to Withdraw (2 copies)  
Reciprocal Authorization Re Withdrawal...

cc: Neil Stratton  
Eyreick Williamson

CLO PAS45481A.J-4/15/02 12:17 PM

BEST COPY

4-16-03

PART B - FEE(S) TRANSMISSION

Complete and send this form, together with applicable fee(s), to: Mail Box ISSUE FEE  
Commissioner for Patents  
Washington, D.C. 20231  
Fax (703)746-4088

INSTRUCTIONS: This form should be used for transmitting the ISSUE FEE and PUBLICATION FEE (if required). Blocks 1 through 4 should be completed where appropriate. All further correspondence including the Patent, Advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 4, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

(Correspondence address changes must be filed on a separate sheet.)

7330 02/20/2001  
Eyreick Williamson, President  
Carver Skateboards, Inc.  
243 Turnbull Canyon Road  
City of Industry, CA 91745



Note: A certificate of mailing can only be used for domestic mailings of the Fee(s) Transmitted. This certificate cannot be used for any other accompanying paper. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing or transmission.

Certificate of Mailing or Transmission  
I hereby certify that this Fee(s) Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Box Issue Fee address above, or being facsimile transmitted to the USPTO, on the date indicated below.

(Depositor's name)
(Signature)
(Date)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,336	03/05/2001	Neil Stratton	37197/RJW/AS24	7179

TITLE OF INVENTION: TRUCK FOR SKATEBOARDS

APPLN. TYPE	SMALL ENTITY	ISSUE FEE	PUBLICATION FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$650	\$300	\$950	03/30/2001

EXAMINER	ART UNIT	CLASS-SUBCLASS
SWENSON, BRIAN L	3618	280-087041

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363).

Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.

"Fee Address" indication (or "Fee Address" indication form PTO/SB/47; Rev. 03-02 or more recent) attached. Use of a Customer Number is required.

2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys or agents OR, alternatively, (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

TOPS - MCKAY & ASSOC.

2. \_\_\_\_\_  
3. \_\_\_\_\_

3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)

PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. Inclusion of assignee data is only appropriate when an assignment has been previously submitted to the USPTO or is being submitted under separate cover. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE: (CITY and STATE OR COUNTRY)

CARVER SKATEBOARDS

CITY OF INDUSTRY, CA

Please check the appropriate assignee category or categories (will not be printed on the patent)

individual  corporation or other private group entity  government

4a. The following fee(s) are enclosed:

4b. Payment of Fee(s):

Issue Fee

A check in the amount of the fee(s) is enclosed.

Publication Fee

Payment by credit card. Form PTO-228 is attached.

Advance Order - # of Copies \_\_\_\_\_

The Commissioner is hereby authorized to charge the required fee(s), or credit any overpayment, to Deposit Account Number \_\_\_\_\_ (enclose an extra copy of this form).

Commissioner for Patents is requested to apply the Issue Fee and Publication Fee (if any) or to re-apply any previously paid issue fee to the application identified above

(Authorized Signature)

(Date)

APR 14 2003

NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant, a registered attorney or agent, or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

This collection of information is required by 37 CFR 1.311. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

The PTO did not receive the following

listed item(s): *check*

TRANSMIT THIS FORM WITH FEE(S)

PTO-85 (REV. 04-02) Approved for use through 01/31/2004, OMB 0651-0033

U.S. Patent and Trademark Office U.S. DEPARTMENT OF COMMERCE

Exhibit C

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

23852 Pacific Coast Highway  
Suite 311  
Malibu, CA 90265  
[info@topemckay.com](mailto:info@topemckay.com)

Tel: 310.589.8158  
Fax: 310.943.2736

February 29, 2008

Carver Skateboards, Inc.  
Attn: Neil Stratton  
706 6th Avenue  
Venice, CA 90291

Sent via Email to [neil.stratton@comcast.net](mailto:neil.stratton@comcast.net)

**RE: Maintenance Fee Due for CSI001**

Dear Mr. Stratton:

This letter is to remind you that the 4 year maintenance fee for CSI001, US Patent 6,793,224 ("Method and Apparatus for Forming Inspection Openings in Insulation Cladding"), has a due date of **Friday, March 21, 2008**. This maintenance fee will serve to prevent the patent from expiring before its 20 year patent term.

We have attached a credit card form that you may sign and return back to us via fax or email so that we may send payment. If for your own reasons you wish not to proceed with this particular patent, or if you wish to go about payment in a different manner, please do not hesitate to contact our office at your earliest convenience.

Thank you in advance for your prompt response in this matter.

Best regards,

-Rachel Herrera

---

Office Manager  
[rherrera@topemckay.com](mailto:rherrera@topemckay.com)  
Phone: (310) 589-8158  
Fax: (310) 943-2736

**Exhibit D**

---

**From:** Rachel Herrera [rhererra@topermckay.com]  
**Sent:** Friday, February 29, 2008 6:21 PM  
**To:** neil.stratton@comcast.net  
**Subject:** CSI001 4Year Maintenance Fee Due 3/ 21/2008  
**Attachments:** CSI001-M.Fee-080229.doc; Credit Card Form CSI001.pdf

**Importance:** High

Hello Neil,

Please see the attached documents regarding the 4 year maintenance fee due on CSI001 and let us know if you have any questions.

Best regards,  
-Rachel

---

Rachel Z. Herrera  
Office Manager  
Tope-McKay & Associates  
23852 Pacific Coast Hwy #311  
Malibu, CA 90265  
Email: [rhererra@topermckay.com](mailto:rhererra@topermckay.com)  
Phone: (310) 589-8158  
Fax: (310) 943-2736

---

This communication is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, dissemination, distribution or copying is strictly prohibited. If you are not the intended recipient, please contact the sender immediately by reply e-mail and completely destroy all copies of the original message. Thank you.

USPTO

Patent Bibliographic Data		10/9/2011 10:40 PM	
Patent Number:	6793224	Application Number:	09801536
Issue Date:	08/21/2008	Filing Date:	03/08/2001
Title:	TRUCK FOR SKATEBOARDS		
Term:	Expired for non-payment on 08/21/2008		Entity: (Small)
Window Open:	08/21/2008	Surcharge Date:	03/22/2008
Fee Due Date:	\$10.00	Surcharge Amt Due:	\$10.00
Fee Code:			
Surcharge Fee Code:			
Office Of First Receipt:	08/21/2008	Patent Expired for Failure to Pay Maintenance Fees.	
	03/31/2008	Maintenance Fee Reminder Mailed.	
		— End of Maintenance History —	
Address for fee purpose:	CHRISTIE PARKER & HALL, LLP PO BOX 7068 PASADENA, CA 91109-7068		
<p><b>NOTE:</b> All USPTO fees are subject to change. If you are making a payment by mail or fax, please visit this link or contact the Maintenance Fee Branch (703-272-6460) to confirm the correct day on the date payment is to be made. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.</p> <p><a href="#">Pay Another Fee</a></p>			

[Read More](#) | [USPTO Home Page](#) | [E-commerce Shopping Page](#) | [About Page](#)

# Exhibit F



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22311-1450  
[www.uspto.gov](http://www.uspto.gov)

PAYER NUMBER  
23363

P75M

CHRISTIE, PARKER & HALE, LLP  
PO BOX 7068  
PASADENA CA 91109-7068

DATE PRINTED

03/31/08

MAINTENANCE FEE REMINDER

According to the records of the U.S. Patent and Trademark Office (USPTO) the maintenance fee for the patent(s) listed below (for which the above address is on record as the fee address under 37 CFR 1.363) has not been paid within the six-month period set forth in 37 CFR 1.362(d).  
**THE MAINTENANCE FEE MAY STILL BE PAID WITH THE APPLICABLE SURCHARGE SET FORTH IN 37 CFR 1.20(h), WITHIN THE SIX-MONTH GRACE PERIOD SET FORTH IN 37 CFR 1.362(e).**

Unless payment of the maintenance fee and the applicable surcharge is received in the USPTO within the six-month grace period, THE PATENT WILL EXPIRE AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b).

The total payment due is the amount required on the date the fee is paid (and not necessarily the amount indicated below). All USPTO fees (including maintenance fees) are subject to change. Customers should refer to the USPTO Web site ([www.uspto.gov](http://www.uspto.gov)) or call the Maintenance Fee Branch at 571-272-6500 for the most current fee amounts for the correct entity status before submitting payment. The total payment due indicated below is based on the entity status according to current Office records (shown below).

Timely payment of the total payment due is required in order to avoid expiration of the patent. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.

PATENT NUMBER	U.S. FEE AMT	MAINT. SURCHG	APPL. NUMBER	PATENT ISSUE DATE	APPL. FILING DATE	PAYMENT YEAR	MENT SMALL ENTITY?	TOTAL PYMT DUE	ATTORNEY DOCKET NUMBER
[REDACTED]	65	65	09801536	09/21/04	03/08/01	4	YES	530	37197/RJW/A524
[REDACTED]	465	65	10028745	09/21/04	12/21/01	4	YES	530	47630/DBP/C664

The maintenance fee and the applicable surcharge can be paid quickly and easily over the Internet at [www.uspto.gov](http://www.uspto.gov) by electronic funds transfer (EFT), credit card, or USPTO deposit account payment methods. The mailing address for all maintenance fee payments not electronically submitted over the Internet is: U.S. Patent and Trademark Office, P.O. Box 979070, St. Louis, MO 63197-9000.

Direct any questions about this notice to: Mail Stop M Correspondence, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156. Patentee should determine the relevant patent term for a patent before paying the maintenance fee.

5054401 07/2007

Exhibit G



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

PAYER NUMBER  
23363

P75M

CHRISTIE, PARKER & HALE, LLP  
PO BOX 7068  
PASADENA CA 91109-7068

DATE PRINTED

10/20/08

**NOTICE OF PATENT EXPIRATION**

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(e). THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).

If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, customers should call the Office of Petitions Help Desk at 571-272-3282 or refer to the USPTO Web site at [www.uspto.gov/web/offices/pac/dapp/petitionspractice.html](http://www.uspto.gov/web/offices/pac/dapp/petitionspractice.html). The USPTO also permits reinstatement under 37 CFR 1.378(c) by electronic petition (e-petition) using EFS-Web; e-petitions may be automatically granted if all the eligibility requirements are met. For further information on filing an e-petition, please call the Electronic Business Center (EBC) at 866-217-9197 (toll-free) or 571-272-4100 or refer to the EBC's e-petition guide at [www.uspto.gov/ebe/efs/petition\\_quickstart.pdf](http://www.uspto.gov/ebe/efs/petition_quickstart.pdf).

U.S.					
PATENT NUMBER	APPLICATION NUMBER	PATENT ISSUE DATE	APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER
6793224	09801536	09/21/04	03/08/01	09/21/08	37197/RJW/A524

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156.

6MA441D 11/12/2008

**Exhibit H**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JUNE 22, 2010

\*700439607A\*

PTAS

NEIL STRATION  
111 SIERRA STREET  
EL SEQUOIA, CA 90245

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/21/2010

REEL/FRAME: 024563/0654  
NUMBER OF PAGES: 6

BRIEF: CERTIFICATE OF DISSOLUTION

ASSIGNOR:

CARVER SKATEBOARDS INC.

DOC DATE: 01/25/2010

ASSIGNEE:

CARVER INTERNATIONAL INC.  
111 SIERRA STREET  
EL SEQUOIA, CALIFORNIA 90245

SERIAL NUMBER: 09801536

FILING DATE: 03/08/2001  
ISSUE DATE: 09/21/2004

PATENT NUMBER: 6793224

TITLE: TRUCK FOR SKATEBOARDS

SHARELL COLES, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

**Marcus Risso**

---

**From:** russell.belicek@thomsonreuters.com  
**Sent:** Wednesday, October 20, 2010 12:46 PM  
**To:** mrisso@topemckay.com  
**Cc:** ts.cm-fhservice@thomsonreuters.com  
**Subject:** Order Number: 1058551; Docket Number: CSI001

Dear Marcus Risso,

The File History of U.S. Patent 6793224, requested on 10-20-2010 is not available in our inventory collection; therefore, we have requested a copy of the File from the USPTO. The file is located in the USPTO Franconia Storage Warehouse. We anticipate the delivery within 1-2 business days.

A notification will be provided to you if we experience any further delays.

Please respond with any further questions.

Thank you,

**Russell Belicek**  
File History Customer Service Specialist

Thomson Reuters

1-800-445-9760 X 5722

russell.belicek@thomsonreuters.com  
thomsonreuters.com

\*\*\*\*\*  
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\*\*\*\*\*

# **Exhibit 5**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

TOPE-MCKAY & ASSOCIATES  
30765 PACIFIC COAST HIGHWAY #420  
MALIBU, CA 90265

MAILED

MAY 25 2011

OFFICE OF PETITIONS

In re Patent of Neil Stratton :  
Patent No. 6,793,224 :  
Issue Date: September 21, 2004 :  
Application No. 09/801,536 :  
Filing Date: March 8, 2001 :  
Attorney Docket No. CS1001 :

Decision on Petition

This is a decision on the petition under 37 CFR 1.378(b) filed November 1, 2010, as supplemented on May 13, 2011.

The petition is dismissed.

Background

Application No. 09/801,536 was filed March 8, 2001.

The sole inventor is Neil Stratton.

On or about March 8, 2001, Stratton assigned his rights to the invention to Carver Skateboards, Inc. ("Owner 1").

Eyerrick Williamson was the Chief Executive Officer and Chief Financial Officer of Owner 1.

During late 2002, the firm of Tope-McKay & Associates began assisting Owner 1 with the prosecution of the application "on a piece-mail basis." However, the Office was not instructed to send communications to the law firm and, as of November 12, 2002, the correspondence address of record for the application was:

Eyerrick Williamson, President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry CA 91745

The application issued as a patent on September 21, 2004.

During the time period from 2000 to June 2008, Williamson paid all fees and legal costs related to the patent, and Williamson did not discuss payment of most of the fees with the inventor.

Williamson's statement states, "I believed our new law firm would contact us regarding any notices or fees."

The inventor's statement states the inventor believed the law firm "would contact [Owner 1] or myself with any notices."

The 3.5 year maintenance fee could have been paid from September 21, 2007, to March 21, 2008, or with a surcharge from March 22, 2008, to September 22, 2008.

The law firm's docketing system included an e-mail address for the inventor and the law firm sent a maintenance fee reminder to the e-mail address on February 29, 2008. However, the e-mail was not received because the e-mail address for the inventor in the docketing system included a typographical error. Specifically, the docketing system identified the e-mail address as neil.stratton@comcast.net instead of neilstratton@comcast.net.

The law firm did not receive any response to the February 29, 2008 e-mail.

During June 2008, Williamson and the inventor decided to dissolve Owner 1 and divided up Owner 1's assets. The inventor states, when Williamson and the inventor discussed the division of the assets, Williamson assured the inventor all the assets, including the patent, were current and in full force.

The 3.5 year maintenance fee was not paid on or before September 22, 2008. As a result, the patent expired on September 22, 2008.

On October 19, 2010, the law firm discovered the expiration of the patent while preparing a letter to a competitor alleging infringement of the patent.

On a date after the dissolution of the company, but before May 7, 2010, ownership rights in the patent were transferred from Owner 1 to Carver International Co. ("Owner 2").

A petition under 37 CFR 1.378(b) was filed November 1, 2010.

The Office mailed a Request for Information on March 21, 2011.

A response to the Request for Information was filed May 13, 2011.

### Law

A grantable petition under 37 C.F.R. § 1.378(b) must be accompanied by a showing to the satisfaction of the Director that the entire delay in paying the required maintenance fee from the due date for the fee until the filing of a grantable petition pursuant to this paragraph was unavoidable.

In order for a party to show unavoidable delay, the party must show "reasonable care was taken to ensure that the maintenance fee would be promptly paid."<sup>1</sup> The level of "reasonable care" required to be shown is the same as the level of "care or diligence ... generally used and observed by prudent and careful men in relation to their most important business."<sup>2</sup> When determining if a period of delay has been shown to have been unavoidable, the Office will take "all the facts and circumstances into account" and will decide each petition "on a case-by-case basis."<sup>3</sup>

35 U.S.C. § 41(c)(1) states, with emphasis added, "The Director may accept the payment of any maintenance fee . . . after the six month grace period if the delay is *shown to the satisfaction of the Director* to have been unavoidable." Therefore, petitioner has the burden of proof. The decision will be based solely on the written, administrative record in existence. A petition will not be granted if petitioner provides insufficient evidence to "show" that the delay was unavoidable.

The Office and Congress have recognized the unavoidable standard can be very difficult to meet. During 1992, Congress considered the difficulty involved in reinstating a patent under the unavoidable. Congressional representatives described the unavoidable standard as inflexible, extremely hard to meet, too stringent and harsh.<sup>4</sup> Congress did NOT take steps to make the unavoidable standard more flexible, easier to meet, less stringent, or less harsh. Instead, Congress determined that it would allow patent owners the ability to reinstate a patent under an "unintentional" standard as long as the petition was filed within 24 months of the expiration of the patent. Congress chose to continue requiring proof of unavoidable delay for petitions filed after the 24 month time period.

### Analysis

#### Owner 1's Conduct

The inventor took over Owner 1 during June 2008.

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<sup>1</sup> 37 C.F.R. § 1.378(b).

<sup>2</sup> *In re Mattulath*, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912). See also *Ray v. Lehman*, 55 F.3d 606, 34 U.S.P.Q.2d (BNA) 1786 (Fed. Cir. 1995) (citations omitted) ("[I]n determining whether a delay in paying a maintenance fee was unavoidable, one looks to whether the party responsible for payment of the maintenance fee exercised the due care of a reasonably prudent person.")

<sup>3</sup> *Smith v. Mossinghoff*, 671 F.2d 533, 538, 213 U.S.P.Q. (BNA) 977 (D.C. Cir. 1982).

<sup>4</sup> "[The unavoidable] standard has been found to be extremely hard to meet. Some patent owners have lost their patent rights due to this inflexible standard." 138 CONG. REC. S16613, 16614 (September 30, 1992) (Rep. DeConcini) (emphasis added). "The unavoidable standard has proved to be too stringent in many cases." 138 CONG. REC. H1115 (October 3, 1992) (Rep. Hughes) (emphasis added). "The unavoidable standard is 'too stringent. Some patent owners have lost their patent rights due to circumstances that do not warrant this harsh result, but that could not be considered 'unavoidable' under current law.'" 138 CONG. REC. E1688 (June 4, 1992) (extension of remarks of Rep. McCollum) (emphasis added).

The inventor's statement states,

From 2000 to [June] 2008, Williamson ... handled all legal and financial matters... During this time Williamson paid all the legal fees pertaining to the patent, and most of these were not discussed with me unless there was a design question....

When Williamson and I decided to split in June of 2008, and the division of the company's assets were discussed, including this patent, I was assured that everything was current and in full force.... *I trusted the patent had been renewed as I had been told.*

The inventor's statement explicitly states he had been told the patent was renewed. However, Williamson's statement does not indicate Williamson ever told the inventor any maintenance fee had been paid for the patent, and the record fails to disclose any motive Williamson would have had for making such a statement.

The inventor's assertion he was told the patent was renewed appears to be based on the inventor's interpretation that a statement asserting Owner 1's assets, including the patent, were current and in full force is the equivalent of a statement the 3.5 year maintenance fee was paid. However, since the 3.5 year maintenance fee could have been paid as late as September 22, 2008, a statement asserting the assets were current and in full force was not the equivalent of a statement the fee had been paid. For example, if an individual's monthly car payment can be paid as late as May 30, 2011, an assertion by the individual that all car payments are current made on May 15, 2011, would not be the equivalent of a statement the payment due by May 30, 2011, was already paid. Therefore, the record fails to show a reasonable and prudent person, treating the patent with the same level of care the person would use when handling the person's most important business, would have assumed the maintenance fee had already been paid based on Williamson's ambiguous statement.

Although a statement by Williamson that the patent was current and in full force was not necessarily an indication the maintenance fee had already been paid, a reasonable person could interpret the statement, when viewed in conjunction with all the other facts in this case, as an indication Williamson had responded to all prior notices related to the patent sent to Owner 1 from the firm. Therefore, the inventor's belief the fee had been paid, may well have been the result of:

1. An assumption the firm would notify Owner 1 when a maintenance fee became due,
2. An assumption Williamson had responded to any notices a maintenance fee was due for the instant patent received prior to the date the inventor assumed control of Owner 1, *and*
3. The fact the inventor did not receive any notices indicating any maintenance fee was due after the date the inventor assumed control of Owner 1.

As to item 1 listed above, the inventor appears to have assumed the law firm would notify Owner 1 when maintenance fees became due. However, the record fails to establish such an assumption

was consistent with the level of care normally exercised by reasonable and prudent individuals when handling their most important business.

The November 1, 2010 petition states,

In approximately November of 2002, Petitioner engaged the services of [the law firm] to assist Petitioner, on a piece-meal basis, in responding to Office actions and other communications from the USPTO....

Petitioner wanted to reduce docketing costs and maintain further control of the Patent Application. As such, although Petitioner engaged [the law firm] to respond to USPTO communications related to the Patent Application, such communication continued to be mailed to [Owner 1] and [the law firm] was not made the attorney of record.

The language quoted directly above clearly indicates Owner 1 hired the law firm on a *piece-meal basis* in order to reduce costs and maintain control of the patent. The language also appears to indicate Owner 1 would receive a notice or communication from the USPTO and then contact the law firm for assistance in responding to the notice or communication. The record does not indicate the law firm was responsible for monitoring the case and notifying Owner 1 each time a legal obligation involving the case arose. In other words, the record fails to establish the fact a party has hired a law firm on a piece-meal basis, without more, warrants an assumption the law firm is obligated to notify the party when maintenance fees become due.

The inventor's statement states, with emphasis added, "At the time we completed the patent we also set up a notification system that would alert us to any notices, updates, and renewal fees." The quoted language *implies*:

1. The inventor and the law firm explicitly discussed the subject of renewal fees,
2. The inventor and the law firm agreed the firm would notify the inventor when such fees became due, and
3. The inventor and the law firm set up a *reliable* system to notify Owner 1 when the fees became due.

Although the quoted language implies the facts above are true, the record does not include a statement from any individual at the law firm stating Owner 1 and the law firm explicitly discussed maintenance fees and/or worked together to set up a system to notify Owner 1 when maintenance fees became due. In addition, the petition does *not* state the law firm and the inventor set up the notification system, does *not* state the law firm was legally obligated to enter the matter into the docketing system, does not state the law firm was legally obligated to notify Owner 1 when the fee became due, or state the firm informed the inventor or Williamson that the patent had been entered into the docketing system. Therefore, the Office will not interpret the quoted language, at this time, as the equivalent of a clear assertion that the inventor and the law firm explicitly discussed the subject of renewal fees, agreed the firm would notify the inventor when such fees became due, and set up a *reliable* system to notify Owner 1 when the fees became due.

The Office recognizes the firm did enter the patent into a docketing system that would alert the firm when the 3.5 year maintenance fee became due. However, the record fails to indicate whether or not the law firm docketed the patent as a courtesy or as the result of a legal obligation. In addition, the record fails to indicate the law firm told Owner 1 that the law firm would notify Owner 1 when the maintenance fee became due.

In view of the prior discussion, the record fails to establish Owner 1's conduct, via the inventor's conduct, was consistent with the level of care normally exercised by reasonable and prudent individuals when handling their most important business.

The Office notes Williamson's statement does not address, or even acknowledge the existence, of, any discussion of the patent between Williamson and the inventor during June 2008. If a request for reconsideration is filed, the request should include a new statement by Williamson. The statement should fully address *all* discussions of the patent between Williamson and the inventor during June 2008. For example, Williamson should address the inventor's assertion Williamson assured the inventor all the assets, including the patent, were current and in full force.

#### Owner 2's Conduct

The record fails to identify the exact date Owner 2 became the owner of the patent. However, the record appears to indicate the inventor is the individual at Owner 2 responsible for handling patent matters. Therefore, the exact date Owner 2 became the owner of the patent is unnecessary since the discussion of Owner 1's conduct appears to apply equally to Owner 2.

#### The Law Firm's Conduct

*Even if* the record established the law firm was under a clear legal obligation to notify Owner 1 when the 3.5 year maintenance fee became due, the petition could not be granted.

Reliance on a third party representative does not, *per se*, constitute "unavoidable" delay. When a party relies on an attorney to take certain steps, the petition must address not only the party's actions *but also* must address the attorney's actions or inactions.<sup>5</sup> A showing is insufficient if it merely establishes that a petitioner did everything the petitioner could do monitor the attorney's actions and inactions, but fails to address the attorney's conduct.<sup>6</sup>

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<sup>5</sup> See *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 396, 397 (1993) ("The [Circuit] court also appeared to focus its analysis on whether respondents did all they reasonably could in policing the conduct of their attorney, rather than on whether their attorney, as respondents' agent, did all he reasonable could to comply with the court-order bar date. In this, the court erred. . . . [I]n determining whether respondents' failure to file their proof of claim prior to the bar date was excusable, the proper focus is upon whether the neglect of respondents *and their counsel* was excusable." (emphasis in original)). In *Huston v. Ladner*, 973 F.2d 1564, 1567, 23 U.S.P.Q.2D (BNA) 1910 (Fed. Cir. 1992), the court determined the client was bound by the attorney's actions. The majority was unpersuaded by the dissent which states in part that the "errors occurred despite exceptional vigilance by the client."

<sup>6</sup> See *Id.*

In essence, one may not prove unavoidable delay by proving that one shifted the burden to take an appropriate action to a third party. If one chooses to rely on the actions or inactions of a third party, one will be bound by such actions or inactions. As recognized by the Supreme Court, with emphasis added,

Petitioner voluntarily chose his attorney as his *representative* in the action and he cannot now avoid the consequences of the acts or omissions of this freely selected *agent* ... Each party is deemed bound by the acts of his lawyer-*agent* and is considered to have 'notice of all facts, notice of which can be charged upon the attorney.'<sup>7</sup>

Williamson was the individual at Owner 1 responsible for handling payment of legal fees and costs at the time the e-mail was sent, and Williamson would have been the individual who would have submitted the maintenance fee to the law firm, or directly to the USPTO. The record fails to indicate the law firm ever attempted to contact Williamson to inform him the 3.5 year maintenance fee was due. The record fails to provide any explanation for the law firm's failure to attempt to contact Williamson.

The law firm did make an attempt to contact the inventor using an e-mail address for the inventor. The firm's rationale for attempting to contact the inventor by e-mail is unclear. Specifically, the record fails to indicate the inventor ever informed the law firm to send communications to the inventor by e-mail or indicate the law firm had successfully received responses to e-mails concerning this case from the inventor in the past.

The record also fails to indicate the law firm used e-mails to correspond with the inventor when handling other cases. Office records indicate Application No. 11/039,617 was filed by the law firm on January 19, 2005, and Application No. 12/080,342 was filed by the law firm on April 2, 2008. The inventor in this case is identified as the inventor in both applications. Both applications eventually issued as patents. The record does not indicate whether or not communications with the inventor pertaining to the other applications were conducted via e-mail or another method.

Although the record fails to identify the exact reason the firm attempted to contact the inventor via e-mail, the use of an e-mail address when sending a notice is not *per se* unreasonable. For example, if the firm had received a response to the e-mail, the failure to send the notification by any other means might well have been reasonable. In this case, the law firm did not receive a response to the e-mail.

A variety of situations can result in a party failing to receive a response to an e-mail. Such situations include, *but are not limited to*:

1. The recipient's e-mail address set forth in the sender's records may contain a typographical error,

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<sup>7</sup> *Link v. Wabash Railroad Co.*, 370 U.S. 626, 633-634, 8 L. Ed. 2d 734, 82 S. Ct. 1386 (1962) (quoting *Smith v. Ayer*, 101 U.S. 320, 326 (1880)).

2. The sender may make a typographical error when typing the recipient's e-mail address when preparing the e-mail,
3. The recipient may no longer use the e-mail address,
4. The host of the recipient's e-mail address may use spam filtering software that results in the e-mail being automatically placed in a trash folder,
5. The e-mail might not be received as a result of a "glitch" in hardware, software, a server, or other item, and
6. The recipient may read the e-mail and believe a response is unnecessary,
7. The recipient may read the e-mail and consider the matter to lack enough value to warrant spending time responding to the e-mail.

The record fails to indicate the law firm took any action after failing to receive a response to the e-mail, and fails to set forth any explanation for the law firm's failure to take any further actions to contact the inventor (or Williamson).

The Office has reviewed all the facts of record and determined the record fails to prove, if the law firm was legally obligated to notify Owner 1 when the 3.5 year fee became due, the law firm's failure to take any action to contact Williamson, in conjunction with the firm's failure to take any additional actions to contact the inventor, was consistent with the level of care normally exercised by reasonable and prudent individuals when handling their most important business

#### Petitioner's Current Options

##### I. Petitioner may file a request for reconsideration.

Any request for reconsideration must be submitted within TWO (2) MONTHS from the mail date of this decision and include a non-refundable petition fee of \$400. Extensions of time under 37 C.F.R. § 1.136(a) are NOT permitted. The reconsideration request should include a cover letter entitled "Renewed Petition under 37 CFR 1.378(b)." This is not a final agency action within the meaning of 5 U.S.C. § 704.

After a decision on the petition for reconsideration is issued, no further reconsideration or review of the matter will be undertaken by the Director. Therefore, it is extremely important that petitioner supply any and all relevant information and documentation with his request for reconsideration. The Commissioner's decision will be based solely on the administrative record in existence. Petitioner should remember that it is not enough that the delay was unavoidable; petitioner must prove that the delay was unavoidable. A petition will not be granted if petitioner provides insufficient evidence to "show" that the delay was unavoidable. Therefore, if a request for reconsideration is filed, it must establish that the entire delay in the submission of the maintenance fee was unavoidable.

##### II. Petitioner may request a refund of the maintenance fee and surcharge which accompanied the petition.

Since the petition is dismissed, petitioner may request a refund of the maintenance fee and surcharge. Petitioner is reminded that if a request for reconsideration is later filed along with the

\$400 fee, the \$400 will not be refunded. A request for a refund should be sent to: Mail Stop 16, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450. A copy of this decision should accompany any request for refund.

Further correspondence with respect to this matter may be submitted as follows:

By Internet: A request for reconsideration may be filed electronically using EFS Web.<sup>8</sup> Document Code "PET.OP" should be used if the request is filed electronically.

By mail: Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

By facsimile: (571) 273-8300  
Attn: Office of Petitions

By hand: U.S. Patent and Trademark Office  
Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

Telephone inquiries regarding this communication should be directed to Petitions Attorney Steven Brantley at (571) 272-3203.



Charles Steven Brantley  
Senior Petitions Attorney  
Office of Petitions

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<sup>8</sup> General Information concerning EFS Web can be found at <http://www.uspto.gov/patents/process/file/efs/index.jsp>.

# **Exhibit 6**

M 6  
CCPTO/SB/65 (03-05)  
Approved for use through 03/31/2012. OMB 0651-0016

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))**Docket Number (Optional)  
CSI001

Mail to: Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria VA 22313-1450  
Fax: (571) 273-8300

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent Number: 6,793,224Application Number: 09/801,536Issue Date: 9/21/2004Filing Date: 3/8/2001

**CAUTION:** Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

- is a reissue of original Patent No. \_\_\_\_\_ original issue date \_\_\_\_\_  
original application number \_\_\_\_\_ 08/05/2011 DALLEN 88888882 6793224  
original filing date \_\_\_\_\_ 01 FC:1599 400.00 0P
- resulted from the entry into the U.S. under 35 U.S.C. 371 of international application \_\_\_\_\_ filed on \_\_\_\_\_.

**CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

(1) being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 OR

(2) transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

07/25/2011

Date

Signature

Typed or printed name of person signing Certificate

(Page 1 of 4)

This collection of information is required by 37 CFR 1.378(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**1. SMALL ENTITY**

Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27

**2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS**

Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)

**3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))**

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input type="checkbox"/>	\$ _____	3 ½ yr fee	<input type="checkbox"/>	\$ _____	3 ½ yr fee
<input type="checkbox"/>	\$ _____	7 ½ yr fee	<input type="checkbox"/>	\$ _____	7 ½ yr fee
<input type="checkbox"/>	\$ _____	11 ½ yr fee	<input type="checkbox"/>	\$ _____	11 ½ yr fee

MAINTENANCE FEE BEING SUBMITTED \$ \_\_\_\_\_

**4. SURCHARGE**

The surcharge required by 37 CFR 1.20(i)(1) of \$ \_\_\_\_\_ (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED \$ \_\_\_\_\_

**5. MANNER OF PAYMENT**

- Enclosed is a check for the sum of \$ \_\_\_\_\_
- Please charge Deposit Account No. \_\_\_\_\_ the sum of \$ \_\_\_\_\_.
- Payment by credit card. Form PTO-2038 is attached.

**6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY**

The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. \_\_\_\_\_.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**7. OVERPAYMENT**

As to any overpayment made, please

Credit to Deposit Account No. \_\_\_\_\_

OR

Send refund check

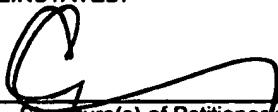
**WARNING:**

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

**8. SHOWING**

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

**9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.**

  
 Signature(s) of Petitioner(s)  
 Cary Tope-McKay  
 Typed or printed name(s)  
 30765 Pacific Coast Highway #420  
 Address  
 Malibu, CA 90265  
 Address

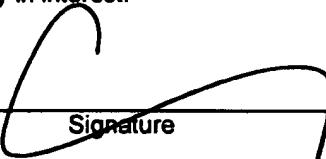
07/25/2011  
 Date  
 41,350  
 Registration Number, if applicable  
 310.589.8158  
 Telephone Number

**ENCLOSURES:**

- Maintenance Fee Payment  
 Statement why maintenance fee was not paid timely  
 Surcharge under 37 CFR 1.20(i)(1) (fee for filing the maintenance fee petition)  
 Other: 1.378(e)-Petition Fee  
 Williamson statement  
 Stratton Statement

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Cary Tope-McKay  
\_\_\_\_\_  
Type or printed name

07/25/2011

Date

41,350

Registration Number, if applicable

**STATEMENT**

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

Included with this form is a statement with a series of facts that collectively show that the delay was unavoidable.

*(Please attach additional sheets if additional space is needed)*



PTO/SB/21 (04-07)

Approved for use through 09/30/2007. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMITTAL  
FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission

34

Application Number

09/801,536

Filing Date

3/8/2001

First Named Inventor

Neil Stratton

Art Unit

Examiner Name

Attorney Docket Number

CSI001

<b>ENCLOSURES (Check all that apply)</b>		
<input checked="" type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input checked="" type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input checked="" type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Change of Correspondence Address	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Terminal Disclaimer	Williamson statement
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	Stratton Statement
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application	<input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53		
<b>Remarks</b>		

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Tope-McKay & Associates		
Signature	/Cary Tope-McKay/		
Printed name	Cary Tope-McKay		
Date	07/25/2011	Reg. No.	41,350

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Signature

#Rachel Herrera

Typed or printed name

Rachel Herrera Cary Tope-McKay

Date

07/25/2011

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number

Effective on 12/08/2004.

Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818).

# FEE TRANSMITTAL For FY 2009

Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT (\$)**400.00**

## Complete if Known

Application Number	09/801,536
Filing Date	3/8/2001
First Named Inventor	Neil Stratton
Examiner Name	
Art Unit	
Attorney Docket No.	CSI001

## METHOD OF PAYMENT (check all that apply)

Check  Credit Card  Money Order  None  Other (please identify): \_\_\_\_\_

Deposit Account Deposit Account Number: \_\_\_\_\_ Deposit Account Name: \_\_\_\_\_

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

Charge fee(s) indicated below  Charge fee(s) indicated below, except for the filing fee  
 Charge any additional fee(s) or underpayments of fee(s)  Credit any overpayments  
 under 37 CFR 1.16 and 1.17

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

## FEE CALCULATION

### 1. BASIC FILING, SEARCH, AND EXAMINATION FEES

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES	
	Fee (\$)	Small Entity	Fee (\$)	Small Entity	Fee (\$)	Small Entity
Utility	330	165	540	270	220	110
Design	220	110	100	50	140	70
Plant	220	110	330	165	170	85
Reissue	330	165	540	270	650	325
Provisional	220	110	0	0	0	0

### 2. EXCESS CLAIM FEES

#### Fee Description

Each claim over 20 (including Reissues)

Fee (\$)	Small Entity
52	26

Each independent claim over 3 (including Reissues)

220	110
-----	-----

Multiple dependent claims

390	195
-----	-----

#### Total Claims

Extra Claims  Fee (\$)  Fee Paid (\$)

#### Multiple Dependent Claims

Fee (\$)  Fee Paid (\$)

- 20 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of total claims paid for, if greater than 20.

#### Indep. Claims

Extra Claims  Fee (\$)  Fee Paid (\$)

Fee (\$)  Fee Paid (\$)

- 3 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of independent claims paid for, if greater than 3.

### 3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$270 (\$135 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

Total Sheets	Extra Sheets	Number of each additional 50 or fraction thereof	Fee (\$)	Fee Paid (\$)
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- 100 = \_\_\_\_\_ / 50 = \_\_\_\_\_ (round up to a whole number) x \_\_\_\_\_ = \_\_\_\_\_

### 4. OTHER FEE(S)

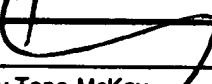
Non-English Specification, \$130 fee (no small entity discount)

Fees Paid (\$)

Other (e.g., late filing surcharge): 1.378(e)-Petition Fee

\$400

## SUBMITTED BY

Signature		Registration No. (Attorney/Agent) <b>41,350</b>	Telephone <b>1.310.589.8158</b>
Name (Print/Type)	Cary Tope-McKay		Date 07/25/2011

This collection of information is required by 37 CFR 1.136. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Effective on 12/08/2004.

Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818).

# FEE TRANSMITTAL For FY 2009

 Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT (\$)

400.00

**Complete if Known**

Application Number	09/801,536
Filing Date	3/8/2001
First Named Inventor	Neil Stratton
Examiner Name	
Art Unit	
Attorney Docket No.	CSI001

**METHOD OF PAYMENT (check all that apply)**

Check  Credit Card  Money Order  None  Other (please identify): \_\_\_\_\_

Deposit Account Deposit Account Number: \_\_\_\_\_ Deposit Account Name: \_\_\_\_\_

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

<input type="checkbox"/> Charge fee(s) indicated below	<input type="checkbox"/> Charge fee(s) indicated below, except for the filing fee
<input type="checkbox"/> Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17	<input type="checkbox"/> Credit any overpayments

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**FEE CALCULATION****1. BASIC FILING, SEARCH, AND EXAMINATION FEES**

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	
Utility	330	165	540	270	220	110	
Design	220	110	100	50	140	70	
Plant	220	110	330	165	170	85	
Reissue	330	165	540	270	650	325	
Provisional	220	110	0	0	0	0	

**2. EXCESS CLAIM FEES****Fee Description**

Each claim over 20 (including Reissues)

Small Entity	Fee (\$)
	52

26

Each independent claim over 3 (including Reissues)

220	110
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Multiple dependent claims

390	195
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**Total Claims**

<b>Total Claims</b>	<b>Extra Claims</b>	<b>Fee (\$)</b>	<b>Fee Paid (\$)</b>
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- 20 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of total claims paid for, if greater than 20.

Multiple Dependent Claims	Fee (\$)	Fee Paid (\$)

**Indep. Claims**

<b>Indep. Claims</b>	<b>Extra Claims</b>	<b>Fee (\$)</b>	<b>Fee Paid (\$)</b>
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- 3 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of independent claims paid for, if greater than 3.

**3. APPLICATION SIZE FEE**

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<b>Total Sheets</b>	<b>Extra Sheets</b>	<b>Number of each additional 50 or fraction thereof</b>	<b>Fee (\$)</b>	<b>Fee Paid (\$)</b>
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- 100 = \_\_\_\_\_ / 50 = \_\_\_\_\_ (round up to a whole number) x \_\_\_\_\_ = \_\_\_\_\_

**4. OTHER FEE(S)**

Non-English Specification, \$130 fee (no small entity discount)

**Fees Paid (\$)**

Other (e.g., late filing surcharge): 1.378(e)-Petition Fee

\$400

**SUBMITTED BY**

Signature		Registration No. (Attorney/Agent) 41,350	Telephone 1.310.589.8158
Name (Print/Type)	Cary Tope-McKay		Date 07/25/2011

This collection of information is required by 37 CFR 1.136. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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IN RE APPLICATION OF: NEIL STRATTON  
APPLICATION NO.: 09/801,536  
PATENT NO: 6,793,224  
FILED: MARCH 8, 2001  
ISSUED: SEPTEMBER 21, 2004  
TITLE: TRUCK FOR SKATEBOARDS

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United States Patent and Trademark Office  
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Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 CFR 1.378(b)

SHOWING (Item 8; Statement Showing Unavoidable Delay)

Dear Commissioner,

Below is a statement showing that the delay in timely payment of the 3-1/2 year maintenance fee for U.S. Patent No. 6,793,224 was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

In conducting further research for this request for consideration, new and relevant facts have come to light which are pertinent to this petition. These facts are provided below and are analyzed in light of legal precedent, specifically *Futures Technology Ltd. V. Quigg*, 684 F. Supp. 430, 7 USPQ2d 1588 (E.D. Va. 1988), a copy of which is included as Exhibit A.

#### I. Relevant Facts/Timeline

- June 28, 2001 - Petitioner, Neil Stratton was issued 300 of the total 1,000 shares of common stock in Carver Skateboards, Inc. On the stock certificate, presented as Exhibit B, Eyreick Williamson is listed as President of the company. Mr. Williamson acted as Chief Executive Officer, Chief Financial Officer, and Chairman of the Board of Directors of Carver Skateboards, Inc. through the time of the Dissolution of Assets on June 1, 2008, at which point equitable title in U.S. Patent No. 6,793,224 passed to shareholder Mr. Stratton.
- September 21, 2004 - U.S. Patent No. 6,793,224 issued on September 21, 2004.
- September 21, 2007 until March 21, 2008 - The 3-1/2 year maintenance fee window was open without surcharge.
- March 22, 2008 through September 22, 2008 – The 3-1/2 year maintenance fee window was open with surcharge.
- June 1, 2008 – Various assets of Carver Skateboards, Inc. were divided among its shareholders. In this transaction, U.S. Patent No. 6,793,224 passed to shareholder Mr. Stratton. During the transaction, Mr. Stratton specifically asked Mr. Williamson, Chief Executive Officer, Chief Financial Officer, and Chairman of the Board of Directors of Carver Skateboards, Inc. whether the renewal (maintenance) fee for U.S. Patent No. 6,793,224 was paid. Mr. Williamson, who as an officer and director of Carver Skateboards, Inc. had a fiduciary duty to Mr. Stratton as a shareholder of Carver

Skateboards, Inc. assured Mr. Stratton that the fee had been paid. Copies of Mr. Stratton's notes and of the June 1, 2008 Division of Assets agreement are included as Exhibits C and D, respectively. For clarity, the mention of the renewal in the notes is enclosed in the red figure.

- May of 2010 – Mr. Stratton, in the process of preparing a formal assignment document for the patent for recordation with the USPTO, contacted the USPTO in May of 2010 to inquire about assignment processes.
- June 21, 2010 - Believing that the Patent was still valid, the Petitioner recorded an assignment with USPTO, as Reel/Frame (024563/0654). Attached hereto as Exhibit E is a copy of the Notice of Recordation. Although reliance on statements by USPTO employees is generally insufficient grounds for reviving expired patents on the basis of unavoidable abandonment, Petitioner's attempt to formally assign the patent is indicative of Petitioner's state of mind and his reliance on Mr. Williamson's assurances that the maintenance fee had been paid and the patent was still in good standing.
- October 19, 2010 - Patent Counsel was in the process of preparing a letter on behalf of Petitioner, alleging infringement of the Patent by a competitor. In preparing the letter, Patent Counsel went to PAIR to copy a fresh set of claims from PAIR to incorporate into the letter. While on PAIR, Patent Counsel noticed that the status listed the patent as expired for failure to pay the maintenance fees. Patent Counsel immediately contacted Petitioner, who was shocked to hear that the Patent was expired. The fact that Petitioner was attempting to enforce the Patent is further indicative of Petitioner's state of mind and his reliance on Mr. Williamson's assurances that the maintenance fee had been paid and the patent was still in-force.
- October 20, 2010 - Patent Counsel and Petitioner contacted the USPTO inventor assistance center (Reference Number 1-77297035) to inquire about the status of the case.

- October 20, 2010 - Patent Counsel ordered the complete file wrapper from Thomson Reuters (Order Number: 1058551) to review the file wrapper and identify how the delay in payment of the maintenance fee occurred. Attached hereto as Exhibit F is a copy of the Order Confirmation from Thomson Reuters.
- October 21, 2010 - Counsel received the file wrapper from Thomson Reuters and began gathering exhibits and preparing the present Petition to Revive based on unavoidably delayed payment.
- November 1, 2010 – Counsel filed the initial paperwork for the present petition with the USPTO.

Also enclosed are supporting Statements/Declarations from the Petitioner, Mr. Stratton and Mr. Williamson as well as a Release Agreement signed by both Mr. Stratton and Mr. Williamson.

## II. Legal Standard

This petition is governed by case law precedent. The standard set forth by the U.S. District Court in *Futures Technology Ltd. V. Quigg*, 684 F. Supp. 430, 7 USPQ2d 1588 (E.D. Va. 1988), which is specifically cited in MPEP 711.03(c)(II)(E), provides that where a patent application is held by a party with a fiduciary duty to the owner of the patent application and where that party breaches that fiduciary duty by allowing the patent application to become abandoned, the owner, as equitable owner, had a right to rely on the party with the fiduciary duty, and that the owner exercised diligence by inquiring about the status of the patent application while being assured that work was being done on the application, when in fact, the work was not being done.

### (a) MPEP 2590(I):

As the language in 35 U.S.C. 41(c)(1) is identical to that in 35 U.S.C. 133 (i.e., “unavoidable” delay), a late maintenance fee for the unavoidable delay standard is considered under the same standard for reviving an abandoned application under 35 U.S.C. 133. See *Ray v. Lehman*, 55

F.3d 606, 608-09, 34 USPQ2d 1786, 1787 (Fed. Cir. 1995) (quoting *In re Patent No. 4,409,763*, 7 USPQ2d 1798, 1800 (Comm'r Pat. 1988), *aff'd sub nom. Rydeen v. Quigg*, 748 F. Supp. 900, 16 USPQ2d 1876 (D.D.C. 1990), *aff'd*, 937 F.2d 623 (Fed. Cir. 1991) (table), *cert. denied*, 502 U.S. 1075 (1992)). See MPEP § 711.03(c) for a general discussion of the "unavoidable" delay standard.

(b) MPEP 711.03(c)(II)(E):

The question under 37 CFR 1.137 is whether the delay on the part of the party having the right or authority to reply to avoid abandonment (or not reply) was unavoidable or unintentional. When the applicant assigns the entire right, title, and interest in an invention to a third party (and thus does not retain any legal or equitable interest in the invention), the applicant's delay is irrelevant in evaluating whether the delay was unavoidable or even unintentional. See *Kim v. Quigg*, 718 F. Supp. 1280, 1284, 12 USPQ2d 1604, 1607-08 (E.D. Va. 1989). When an applicant assigns the application to a third party (e.g., the inventor/applicant's employer), and the third party decides not to file a reply to avoid abandonment, the applicant's actions, inactions or intentions are irrelevant under 37 CFR 1.137, unless the third party has reassigned the application to the applicant prior to the due date for the reply. *Id.*

Likewise, where the applicant permits a third party (whether a partial assignee, licensee, or other party) to control the prosecution of an application, the third party's decision whether or not to file a reply to avoid abandonment is binding on the applicant. See *Winkler*, 221 F. Supp. at 552, 138 USPQ at 667. Where an applicant enters an agreement with a third party for the third party to take control of the prosecution of an application, the applicant will be considered to have given the third party the right and authority to prosecute the application to avoid abandonment (or not prosecute), unless, by the express terms of the contract between applicant and the third party, the third party is conducting the prosecution of the application for the applicant solely in a fiduciary capacity. See *Futures Technology Ltd. v. Quigg*, 684 F. Supp. 430, 431, 7 USPQ2d 1588, 1589 (E.D. Va. 1988). Otherwise, the applicant will be considered to have given the third party unbridled discretion to prosecute (or not prosecute) the application to avoid abandonment, and will be bound by the actions or inactions of such third party.

(c) *Futures Technology Ltd. V. Quigg*, 684 F. Supp. 430, 7 USPQ2d 1588 (E.D. Va. 1988)

In determining what constitutes unavoidable delay, the Commissioner has found that the word "unavoidable" should apply to "ordinary human affairs, and [that it] requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business." *Ex parte Pratt*, 1887 Dec. Comm'r Pat. 31, 32-33 (Comm'r Pat. 1887), cited with approval in *In re Mattullath*, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912).

In the *Futures Technology* case, plaintiff exercised the diligence observed by prudent and careful men. [1] Plaintiff had a contract with Enertronics, by which Enertronics was to make patent applications and plaintiff was to remain the equitable owner of those applications. [2] Plaintiff had a right to expect Enertronics' performance under that contract. [3] When plaintiff became troubled by Enertronics' performance, plaintiff requested information from Enertronics regarding the status of the application which forms the basis of this case. [4] Plaintiff was given assurances by Enertronics that work was being done on the application, when in fact, such work was not being done. [5] When Enertronics finally assigned the application to plaintiff, the truth of the application's status was discovered, and plaintiff began petitioning for revival.

The Court in the *Futures Technology* case concluded, "When the equities of this case are considered, it is clear that plaintiff's delay in prosecuting this application was unavoidable. Accordingly, the Commissioner's decision should be reversed and plaintiff's patent application should be revived."

Specifically, the key point in the *Futures Technology* case was that the contract between the plaintiff and Enteronics created a fiduciary duty on behalf of Enteronics to act with a fiduciary duty with respect to the plaintiff.

(d) Fiduciary Duty - *Tritek Telecom, Inc. v. Superior Court*, 87 Cal. Rptr. 3d 455 (Cal. Ct. App. 2009)

Officers and Directors of corporations in California are held to a fiduciary duty standard with regard to their conduct of business on behalf of the corporation and its shareholders. See the accompanying table discussing the duties of Directors as well as Cal. Corp. Code § 204 and Cal. Corp. Code § 309.

Corporate directors owe a duty of care to the corporation and its shareholders and must serve in good faith in a manner such director believes to be in the best interest of the corporation and its shareholders. A court only is required to defer to the business judgment of decisions made by disinterested directors. *Tritek Telecom, Inc. v. Superior Court*, 87 Cal. Rptr. 3d 455 (Cal. Ct. App. 2009).

### III. Analysis

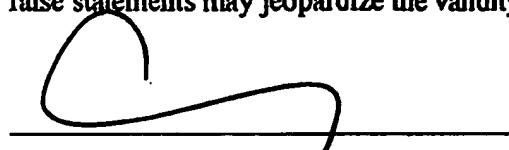
The facts of the present case closely parallel those of the *Futures Technology* case in that:

- (1) Eyreick Williamson, as the Chief Executive Officer, Chief Financial Officer, and Chairman of the Board of Directors of Carver Skateboards, Inc. had a fiduciary duty to act solely in the best interest of the employer/principal, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage. Here, as evidenced by the statement of Mr. Williamson himself, he was aware that the maintenance fee was due and failed to make payment, to his personal advantage. In particular, during the course of the division of the assets among the shareholders, Mr. Stratton specifically inquired regarding whether the renewal/maintenance fee had been paid and Mr. Williamson, fully aware that the fee had not been paid, assured Mr. Stratton that the fee had been paid. As the particular transaction was one in which the corporation was assigning various assets to its shareholders, it was not a simple sale of assets to buyers, but rather a transaction in which Mr. Williamson had a fiduciary duty to act in the best interests of the shareholders, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage. Mr. Williamson breached that duty.
- (2) Mr. Stratton had a right to expect Mr. Williamson's performance under the contract, because as a shareholder, Mr. Stratton had a right to expect an officer and director of the corporation to act in the best interest of the shareholders, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage. Again, Mr. Williamson breached this duty, which Mr. Stratton had a right to expect would be fulfilled.

- (3) During the negotiation of the transaction (the Division of Assets), Mr. Stratton specifically asked Mr. Williamson if the renewal/maintenance fee had been paid. Mr. Williamson assured Mr. Stratton that the fee had, in fact, been paid. Again, as a shareholder Mr. Stratton had a right to expect an officer and director of the corporation to act in the best interest of the shareholders, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage. Again, Mr. Williamson breached this duty, which Mr. Stratton had a right to expect would be fulfilled.
- (4) As a result of his inquiry during the transaction, Mr. Stratton was given assurances that the renewal/maintenance fee had been paid, when, in fact, such payment (work) was not made (done). Again, as a shareholder, Mr. Stratton had a right to expect an officer and director of the corporation to act in the best interest of the shareholders, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage. Again, Mr. Williamson breached this duty, which Mr. Stratton had a right to expect would be fulfilled.
- (5) After the patent was finally assigned to Mr. Stratton, the truth of the patent's "expired" status was inadvertently discovered by Mr. Risso on October 19, 2010, during the preparation of a letter to an alleged infringer while using PAIR to copy a fresh set of claims to incorporate into the letter. Mr. Risso immediately contacted Mr. Stratton. On October 20, 2010, Mr. Risso and Mr. Stratton contacted the USPTO to inquire further regarding the status of the case. On the same day, Mr. Risso ordered a copy of the complete file wrapper from Thompson Reuters (Order Number: 1058551) in order to identify how the delay in payment of the maintenance fee occurred. The next day, on October 21, 2010, Mr. Risso received the file wrapper from Thompson Reuters and began gathering the necessary information to petition for revival of the '224 patent based on unavoidably delayed payment. The initial petition was mailed to the USPTO on November 1, 2010 and received on November 8, 2010 by the Office of Petitions. Thus, when the truth of the application's status was discovered Mr. Stratton promptly began petitioning for revival.

The facts of the present case closely mirror those of the *Futures Technology* case. In fact, it could be argued that the fiduciary duties owed to a corporation and its shareholders by its directors and officers is greater than that owed by contract, since those made by contract may be tailored to be more narrow than "acting in the best interest of the shareholders, free of any self-dealing, conflicts of interest, or other abuse of the principal for personal advantage." Thus, not only could it be argued, as the Court in the *Futures Technology* case concluded, "When the equities of this case are considered, it is clear that plaintiff's delay in prosecuting this application was unavoidable." It could be argued that because of the level of care owed by Mr. Williamson, Mr. Stratton, as a shareholder of Carver Skateboards, Inc., is even more deserving of a revival of this unavoidably abandoned patent.

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.



Cary Tope-McKay

July 25, 2011

Date



Neil Stratton

JULY 25, 2011

Date

**FUTURES TECH. v. QUIGG, 684 F. Supp. 430 (E.D.Va. 04/26/1988)**

- [1] UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA, ALEXANDRIA DIVISION
- [2] 87-1320-A
- [3] 684 F. Supp. 430, 1988.EVA.0000033<<http://www.versuslaw.com>>
- [4] April 26, 1988
- [5] **Futures Technology, Ltd., Plaintiff,**  
v.  
**Donald J. Quigg, Commissioner of Patents and Trademarks, Defendant**
- [6] Ross F. Hunt, Jr., Esquire, Larson & Taylor, Arlington, Virginia, for Plaintiff. , Paula P. Newett, Assistant United States Attorney, U.S. Attorney's Office, Alexandria, Virginia, for Defendant.
- [7] Claude M. Hilton, United States District Judge.
- [8] The opinion of the court was delivered by: HILTON
- [9] MEMORANDUM OPINION
- [10] CLAUDE M. HILTON, UNITED STATES DISTRICT JUDGE.
- [11] This action was instituted by plaintiff to set aside the Final Agency Decision of the Commissioner of Patents and Trademarks. The case is now before the court on the parties' cross motions for summary judgment. As equitable considerations are involved, the facts of the case merit recitation here.
- [12] A patent application was filed in the Patent and Trademark Office on June 10, 1982, relating to an invention entitled the "Portable Energy Cost Calculator." The inventor named on that application assigned the invention to Enertronics Research, Inc. (Enertronics) on August 4, 1982. A patent examiner rejected the application on June 18, 1984, and notice of the rejection was mailed to Enertronics' attorney. Enertronics did not respond to the rejection within the three-month response period specified by the examiner, and the application was deemed abandoned on September 19, 1984. Notice of the abandonment was mailed to Enertronics' attorney.
- [13] Plaintiff had entered a contract with Enertronics on December 30, 1981 which called for Enertronics to develop inventions and file patent applications for those inventions. This activity was to be carried out with funds provided by plaintiff. Enertronics was to hold any patents it obtained in a fiduciary capacity for plaintiff, and plaintiff was to be the equitable owner of the inventions and patent applications.
- [14] During 1984, plaintiff had become dissatisfied with Enertronics' performance pursuant their 1981 contract. Representatives of the parties held a meeting on July 16, 1984. Plaintiff sought to convince Enertronics to assign the contract to Advanced Micro Products, Inc., whose officer, Timothy I. Michels, was at the July 16 meeting. Enertronics' president indicated that his company would not relinquish the development contract, that it was working on the application, and that it would complete that work. At that time, Enertronics' president had already received notice of the rejection of the patent application.

**EXHIBIT A**

- [15] Mr. Michels made other attempts, on behalf of plaintiff, to obtain information about the progress of the patent application. Enertronics was not forthcoming with such information. Enertronics' attorney refused to divulge information to Mr. Michels, based on the attorney's confidential relationship with Enertronics.
- [16] The attorney later revealed, in a statement accompanying plaintiff's original petition to revive, that he was instructed by Enertronics "to put all further patent efforts on hold." On a later date, Enertronics told the attorney: "We no longer need your services." Even later, the attorney learned that Enertronics and plaintiff were in litigation and that they were parties to a contract concerning inventions. At that time the attorney recommended the assignment of the application to plaintiff, which was executed on October 22, 1985.
- [17] Enertronics assigned the patent application which is the subject of this case to plaintiff on October 22, 1985. Plaintiff filed its original petition to revive the application, under 37 C.F.R. § 1.137(b), on December 18, 1985, maintaining that the application had been unintentionally abandoned. This petition was refused. Several other petitions to revive the application were made by plaintiff, pursuant to 37 C.F.R. § 1.137(a), maintaining that the delay in prosecuting the application was unavoidable. The Commissioner rejected the last of the requests for reconsideration in his Final Agency Decision on October 22, 1987.
- [18] Based on the facts of this case, and the applicable law, this patent application was not intentionally abandoned and that the delay in its prosecution was unavoidable. The contract made between plaintiff and Enertronics in 1981 established plaintiff as the equitable owner of this patent application. Plaintiff never intended to abandon this application. In fact, on numerous occasions, plaintiff, or its representatives, inquired of Enertronics as to the status of the application. However, due to circumstances surrounding the relationship between plaintiff and Enertronics, plaintiff was unable to timely prosecute the application.
- [19] In determining what constitutes unavoidable delay, the Commissioner has found that the word "unavoidable" should apply to "ordinary human affairs, and [that it] requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business." Ex parte Pratt, 1887 Dec. Comm'r Pat. 31, 32-33 (Comm'r Pat. 1887), cited with approval in In re Mattullath, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912).
- [20] In this case, plaintiff exercised the diligence observed by prudent and careful men. Plaintiff had a contract with Enertronics, by which Enertronics was to make patent applications and plaintiff was to remain the equitable owner of those applications. Plaintiff had a right to expect Enertronics' performance under that contract. When plaintiff became troubled by Enertronics' performance, plaintiff requested information from Enertronics regarding the status of the application which forms the basis of this case. Plaintiff was given assurances by Enertronics that work was being done on the application, when in fact, such work was not being done. When Enertronics finally assigned the application to plaintiff, the truth of the application's status was discovered, and plaintiff began petitioning for revival.
- [21] When the equities of this case are considered, it is clear that plaintiff's delay in prosecuting this application was unavoidable. Accordingly, the Commissioner's decision should be reversed and plaintiff's patent application should be revived.
- [22] An appropriate order shall issue.
- [23] Alexandria, Virginia

[24] April 26, 1988

[25] ORDER

[26] In accordance with the attached Memorandum Opinion, it is hereby

[27] ORDERED that plaintiff's motion for summary judgment is GRANTED, and plaintiff's patent application shall be revived.

[28] Alexandria, Virginia

[29] April 26, 1988

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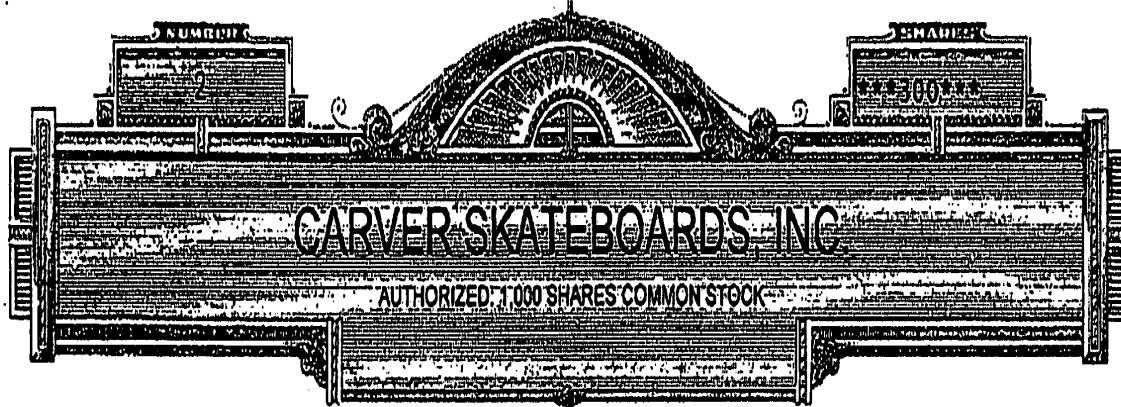
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INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

JUNE 28, 2001



This Certifies that

NEIL STRATTON

is the  
registered holder of THREE HUNDRED \* \* \* \* \* Shares

CARVER SKATEBOARDS, INC.

transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 9th day of July A.D. 2002

GREG FAHLK

SECRETARY

L. Williamson

EYREICK WILLIAMSON PRESIDENT

15% on M sales

Paid monthly on

10% on RAX?

Sales we collect

8% on 91 DIST

\* Biggest flow now is  
New Co / Old Co, should  
be New Co / Eyrick

EQUIP = NO VALUE

Patent: small value / Paid . If not buy shares,  
renewal

Good Will: NO good will

- Old Corp has no value: liquidate, end, is C corp.  
otherwise OldCo needs to stay alive for the 4 years..
- Assets distributed to officers: no tax
- Pay Eyrick as consultant agreement.  
Value is in future, Payments are fully deductible to New Co.
- My half of Payables <sup>Half</sup> not to go on Cancer's  
'08 Books, as I need the deduction.
- E taxed @ ordinary tax rates if assets are sold,
- Liquidation: file last Return  
: Certificate of Dissolution w/ secretary of State
- we contribute our assumed liabilities to New Co,
- list liquidation
- Contract needs to include \$X for 4 years  
no interest in company

EXHIBIT C

**DIVISION OF ASSETS**

6/1/2008

Carver Skateboards Inc, is a dissolved corporation and this is the record of the division of the remaining assets between the 3 partners. There is no monetary value assigned to any of the items, all partners mutually agree to dissolve the corporation and divide the remaining assets according to who made them or brought them to the company.

**Eyreick Williamson:**

- 4 Drill Presses
- 2 Coolant Systems
- 1 4" Belt Sander
- 3 Computers
- 2 Phones
- 1 Phone/Fax
- 3 Office Work Stations
- 2 Heavy Duty Work Benches
- Miscellaneous hand tools and drill bits

**Neil Stratton**

- Miscellaneous matched plate tooling
- Website address
- Domain name
- Patent #US 6,793,224 B2
- Patent #US 7,287,672 B2

**Greg Falk**

- Miscellaneous drill jigs

L-W

Eyreick Williamson

moost

Neil Stratton

g

Greg Falk

**EXHIBIT D**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JUNE 22, 2010

#700439607A\*

PTAS

NEIL STRATION  
111 SIERRA STREET  
EL SEQUONDO, CA 90245

UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 06/21/2010

REEL/FRAME: 024563/0654  
NUMBER OF PAGES: 6

BRIEF: CERTIFICATE OF DISSOLUTION

ASSIGNOR:

CARVER SKATEBOARDS INC.

DOC DATE: 01/25/2010

ASSIGNEE:

CARVER INTERNATIONAL INC.  
111 SIERRA STREET  
EL SEQUONDO, CALIFORNIA 90245

SERIAL NUMBER: 09901536

FILING DATE: 03/08/2001  
ISSUE DATE: 09/21/2004

PATENT NUMBER: 6793224

TITLE: TRUCK FOR SKATEBOARDS

SHARELL COLES, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

**Marcus Risso**

---

**From:** russell.belicek@thomsonreuters.com  
**Sent:** Wednesday, October 20, 2010 12:46 PM  
**To:** mrisso@lopermckay.com  
**Cc:** ts.crm-fhservice@thomsonreuters.com  
**Subject:** Order Number: 1058551; Docket Number: CSI001

Dear Marcus Risso,

The File History of U.S. Patent 6793224, requested on 10-20-2010 is not available in our inventory collection; therefore, we have requested a copy of the File from the USPTO. The file is located in the USPTO Franconia Storage Warehouse. We anticipate the delivery within 1-2 business days.

A notification will be provided to you if we experience any further delays.

Please respond with any further questions.

Thank you.

**Russell Belicek**  
File History Customer Service Specialist

Thomson Reuters

1-800-445-9760 X 5722

russell.belicek@thomsonreuters.com  
thomsonreuters.com

\*\*\*\*\*  
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\*\*\*\*\*

EXHIBIT F

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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IN RE APPLICATION OF:	NEIL STRATTON
PATENT NO:	6,793,224
ISSUED:	SEPTEMBER 21, 2004
APPLICATION NO.:	09/801,536
FILED:	MARCH 8, 2001
ATTORNEY DOCKET NO:	CSI001
TITLE:	TRUCK FOR SKATEBOARDS

---

## STATEMENT FROM WILLIAMSON

Dear USPTO Petitions Attorney,

I, Eyreick Williamson, am the former Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Chairman of the Board of Directors ("Chairman"), and a shareholder of Carver Skateboards Inc. ("Carver"), which at the time was the assignee of U.S. Patent No 6,793,224, entitled, "Truck for Skateboard." I served in these capacities from the year 2000 through the time when Carver Skateboards Inc. divided its assets in 2008.

While acting as CEO, CFO, and Chairman of Carver, I also operated El Monte Non-Ferrous Foundry, at 245 Turnbull Canyon Road, Industry, CA 91754 ("the Foundry"), the same location as Carver Skateboards, Inc.

One of my duties as CFO of Carver was oversight of all financial matters, including payment of patent-related costs. Toward the end of my tenure at Carver, on June 1, 2008, I signed a "Division of Assets" agreement, in which the assets of the corporation were divided among its shareholders. This agreement is included as an appendix to this declaration as Appendix A. As of that date, patent 6,793,224 was effectively assigned to Neil Stratton. Thus, responsibility for payment of the maintenance fee during the portion of the maintenance fee "window" from September 21, 2007, through the asset allocation to the shareholders on June 1, 2008, was within my fiduciary responsibilities as CFO of Carver.

To the extent that this declaration contradicts my prior statements, I recant my former statements.

I said in my previous statement, "I believed our new law firm would contact us regarding any notices or fees." This was not true. While there was a time I did believe this was true, at the point at which Neil asked me about it during our negotiations I already knew it was due. At the time, I ran the Foundry where we cast aluminum parts for numerous customers, including Carver. At the time I needed cash to keep my foundry running while so much of my business was moving to India and China, so I used Carver's cash flow to make up the difference sometimes. Paying the patent maintenance fee was

something I fully intended to do, but between my cash flow problems and the extra work I had to take on when we let employees go, I was unable to afford the money or to give it the attention it required. As the foundry business continued to slow down my situation became worse, and I eventually had to sell the foundry and property, first run by my grandfather, in order to cover the debt and pay off creditors. I also operated Carver from the same location, using the same employees, offices and equipment, so the fluid cash exchange between the two businesses was common. During the negotiations with Neil I told him that the maintenance fee was paid because I fully intended to pay it in time for the transfer (Division of Assets) but I was not able to do it due to lack of funds. I did not want to have the patent be a problem in the negotiations we were engaged in, as there was a lot of dissatisfaction on Neil Stratton's part already and I didn't want to add to it by telling him the maintenance fee remained due. The negotiations were difficult, and focused on the liabilities that Carver had, which were substantial. I worked to help build Carver for many years and felt I needed to maximize my compensation during the split, especially as I was counting on that income to live on, because the foundry was no longer supporting me. Anything that would have reduced that value was not something I was going to divulge. After that there was so much going on that frankly, I didn't remember if I actually had paid the fee already or not. It was a crazy time for me, unfortunately. In retrospect, I recognize that in view of my roles as CEO, CFO, and Chairman of Carver, I had a fiduciary duty to ensure that the "renewal" (maintenance) fee was paid, and that I failed that duty to the detriment of Carver and its shareholders.

Payment of the maintenance fee was not the only legal fee item I kept secret. In fact, as I was aware, there was a large outstanding legal fee due to Christie Parker Hale (CPH) that resulted from a default judgment against Carver. In addition to these items, there were also other non-legal debts that I did not divulge.

As I said, during my negotiations for the Division of Assets, I assured Neil Stratton that the "renewal" (intended at the time to mean "maintenance fee") had been paid. This is evidenced by Neil Stratton's handwritten notes in Appendix B, which were taken during negotiations for the Division of Assets, and which provide evidence as to the contents of our discussions.

I regret this unfortunate situation, and I hope that the circumstances do not unfairly penalize Mr. Stratton for something I had assured him had been taken care of.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

Sincerely,



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

---

IN RE APPLICATION OF:	NEIL STRATTON
PATENT NO:	6,793,224
ISSUED:	SEPTEMBER 21, 2004
APPLICATION NO.:	09/801,536
FILED:	MARCH 8, 2001
ATTORNEY DOCKET NO:	CSI001
TITLE:	TRUCK FOR SKATEBOARDS

---

STATEMENT FROM STRATION

Dear USPTO Petitions Attorney,

I, Neil Stratton, am petitioning your office to reinstate our patent, U.S. Patent No. 6,793,224, due to the unavoidable circumstances described below. I was the lead product designer and a shareholder of Carver Skateboards Inc. ("Carver"), which at the time was the assignee of U.S. Patent No 6,793,224, entitled, "Truck for Skateboard." I served in these capacities from the year 2000 through the time Carver Skateboards Inc. divided its assets in 2008.

During my time at Carver, Eyreick Williamson, served as the Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Chairman of the Board of Directors ("Chairman"), and was a shareholder. One of his responsibilities was ensuring that all monies owed by Carver were paid in a timely manner, including all legal fees.

During the period in which the maintenance fee was due, Carver ran into difficult times and all of the shareholders decided to part ways. After lengthy negotiations, we decided to divide up the assets of Carver among its shareholders according to the Division of Assets document shown in Appendix A.

It was during these negotiations that the shareholders began to notice the fraudulent activities of Eyreick. We discovered that he had embezzled cash from Carver to his own business, El Monte Non-Ferrous Foundry, which was located in the same building as Carver. We also began to discover unpaid bills that had been accumulating and which Eyreick failed to disclose, including a large payment due to Christie, Parker & Hale LLP. In my dealings with Eyreick, we generally did not discuss matters related to patent or other legal fees – I only discussed patent-related issues with Eyreick when there was a design issue involved.

Leading up to the shareholders decision to split up the company assets on June 1, 2008, the division of the company's assets were discussed, including this patent, and as a shareholder receiving a portion of the assets, I was assured that everything was current and in full force and that the patent renewal (maintenance) fee currently due had already been paid. I enclose a sheet with my notes taken during the negotiations leading up to the June 1, 2008 Division of Assets as Appendix B, showing my note that the renewal had been paid. I am not a businessman by training but a designer, and when I took over the operation it was sinking financially at the start of the current recession, so I had to quickly learn how to set up and run a manufacturing business under very difficult circumstances. I trusted that the patent had been renewed as I had been told, especially in light of Eyreick's position as the leader of our company and as a fiduciary to us as

NS

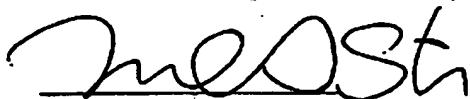
shareholders. This patent represents the core of our business. At the time, I had no reason to suspect that the fee had not been paid.

After the Division of Assets was signed on June 1, 2008, I formed a new corporation the next year. When I was able to, I set out to reassign the patent to the new corporation. The USPTO accepted my reassignment and recorded it May 7<sup>th</sup> of 2010. This confirmed to me that everything was current. I was not aware at the time that the USPTO would not alert me to an issue in recording a reassignment for an abandoned patent. I now understand that reliance on statements by the USPTO is insufficient grounds for reviving an unavoidably abandoned application, however, this was merely incidental – the reliance which caused me to think the patent was properly maintained was upon Eyreick, Carver's Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Chairman of the Board of Directors ("Chairman"), who had a fiduciary duty to Carver to ensure the patent was properly maintained, and who failed that duty.

This patent is not only the protection for the signature product of my company but the result of many years of my personal work developing the idea into a product. As your office is surely aware, bringing new ideas to the market is not an easy thing to do, and in the face of many years of denial by the marketplace, my company and the innovative product I developed has finally begun to find acceptance. With success comes imitators, and we are experiencing this in increasing volume. There are currently at least eleven knock-off products directly imitating ours in overseas markets where we do not have patent protection. Some of these knock off companies are now coming to the USA and trying to infringe on our patented, American made invention. In fact, it was during the preparation for a Cease and Desist that our attorney, Marcus Rizzo of Tope-McKay & Associates, discovered that the patent was listed as abandoned and instantly alerted us to the problem. Our response had been immediate, and we have since set up proper systems to insure that this and our other intellectual properties are being timely cared for. I hope that we can emerge from this disaster whole again, and that with your help we can get back what we worked so hard to create.

Thank you for taking the time to consider my plea.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity any patent issued thereon.

  
Neil Stratton

JULY 25 2011  
Date:

RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into by and between Carver International, Inc., 111 Sierra Street, El Segundo, CA 90254 ("Releaser") and Eyreick Williamson, 8312 Davista Drive, Wittier, CA 90602 ("Released"), as of the date indicated in the signature block below and is based upon the following facts:

A. Released was previously the President, CEO, and a shareholder of Carver Skateboards, Inc. 245 Turnbull Canyon Road, Industry, CA 91754, the assets of which were divided on June 1, 2008. Subsequently, Carver Skateboards, Inc. 245 Turnbull Canyon Road, Industry, CA 91754 was dissolved on September 23, 2009 and the assets of Neil Stratton and Greg Falk were moved to Carver International, Inc., 111 Sierra Street, El Segundo, CA 90254, held by Neil Stratton and Greg Faulk.

B. The parties hereto desire and intend, by way of this Agreement, to fully settle all claims which Releaser may have against Released on the terms set forth in this Agreement.

In consideration of the covenants and other matters set forth herein, it is agreed as follows:

1. Released will sign the attached Declaration and swear that the statements therein are true and correct to the best of Released's knowledge.

2. Subject to Released not violating the conditions itemized in Section 1 of this Agreement, Releaser, on behalf of itself, its affiliates, and their successors and assigns, hereby covenants not to sue Released, for any claims which Releaser may have against Released. Releaser agrees to indemnify Released from any claims arising from Releaser's breach of this covenant.

3. In consideration of the covenants and promises herein, Released, on behalf of itself, and its officers, agents, attorneys, representatives, assigns and/or predecessors or successors in interest does hereby forever release and discharge Releaser, from any and all claims, demands, causes of action, rights debts, controversies, damages, costs, losses, and expenses of every kind, nature, description or character, whether heretofore or now existing or hereafter existing, or which could or may be claimed to exist, of whatever kind, whether known or unknown, suspected or unsuspected, and liquidated or unliquidated. Further, Released expressly waives the protections of California Civil Code Section 1542, which reads as

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASED DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH TILE DEBTOR."

4. Released acknowledges that no representation, warranty, or promise not expressly contained in this Agreement has been made to Released, and further acknowledges that it is not providing this Agreement to Releaser on the basis of any representation, warranty or promise not set forth herein, either expressed or implied.

5. Released represents and warrants that it has had the opportunity to be fully advised by legal counsel concerning its rights and the effect of this Agreement and that it has either been represented by legal counsel or has voluntarily elected not to obtain advice of legal counsel in connection with this Agreement.

6. This Agreement has been freely and voluntarily entered into. No representations or promises of any kind other than those contained in this Agreement have been made by any party to induce any other party to enter into this Agreement. This Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by each of the parties.

7. The parties agree to execute any and all additional documents necessary to carry out the terms and provisions of this Agreement.

8. Each party represents and warrants that it has complete power and authority to execute and enter into this Agreement and to so bind itself to the terms herein.

Miscellaneous.

a This  
Agreement shall be construed under and governed by the internal laws of the State of California, without regard to its conflict of laws provisions.

b This  
Agreement shall be binding upon and inure to the benefits of all parties and their successors, legal representatives and assigns.

c This  
Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

d If any portion of this Agreement is declared by a court of competent jurisdiction to

be invalid or unenforceable after all appeals have either been exhausted or the time for any appeals to be taken has expired, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

e.

Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement.

This

This

Agreement constitutes the entire agreement between the parties and, except as specifically set forth herein, supersedes any prior understandings, agreements, or representations between the parties, written or oral, that may have related in any way to the subject matter hereof.

Dated as of July 24, 2011

Released:  
Carver Skateboard International, Inc.



By:  
Name: Neil Stratton  
Title: President & CEO

Released:  
Eyreick Williamson



By:  
Name: Eyreick Williamson  
Title: Individual

# **Exhibit 7**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

TOPE-MCKAY & ASSOCIATES  
30765 PACIFIC COAST HIGHWAY #420  
MALIBU, CA 90265

**MAILED**  
**DEC 20 2011**

**OFFICE OF PETITIONS**

In re Patent of Neil Stratton	:	
Patent No. 6,793,224	:	
Issue Date: September 21, 2004	:	Decision on Petition
Application No. 09/801,536	:	
Filing Date: March 8, 2001	:	
Attorney Docket No. CS1001	:	

This is a decision on the renewed petition under 37 C.F.R. § 1.378(b) filed July 28, 2011, which requests acceptance of the delayed payment of a maintenance fee for the above-identified patent.

The petition is **DENIED**. This decision is a final agency action within the meaning of 5 U.S.C. § 704 for purposes of seeking judicial review.<sup>1</sup> The terms of 37 C.F.R. § 1.378(e) do not apply to this decision and no further consideration will be given to this matter.

Since this patent will not be reinstated, a refund of the \$490 maintenance fee and the \$700 surcharge will be scheduled. The \$400 fee for requesting reconsideration is not refundable.

**Procedural Background**

The patent issued September 21, 2004. The 3.5 year maintenance fee could have been paid from September 21, 2007, to March 21, 2008, or with a surcharge from March 22, 2008, to September 22, 2008.<sup>2</sup> The fee was not timely paid. Accordingly, the patent expired on September 22, 2008.

A petition under 37 C.F.R. § 1.378(b) was filed November 1, 2010.

The Office mailed a Request for Information on March 21, 2011.

A response to the Request for Information was filed May 13, 2011.

A decision dismissing the petition under 37 C.F.R. § 1.378(b) was mailed May 25, 2011.

<sup>1</sup> See MPEP 1002.02.

<sup>2</sup> September 21, 2008 was a Sunday. Therefore, the fee and surcharge could have been timely paid as late as September 22, 2008.

The instant request for reconsideration was filed July 28, 2011.

### Applicable Statutes and Regulation

35 U.S.C. § 41(b) states in pertinent part that, "Unless payment of the applicable maintenance fee is received . . . on or before the date the fee is due or within a grace period of six months thereafter, the patent shall expire as of the end of such grace period."

35 U.S.C. § 41(c)(1) states that, "The Director may accept the payment of any maintenance fee . . . after the six month grace period if the delay is shown to the satisfaction of the Director to have been unavoidable." (emphasis added)

37 C.F.R. § 1.378(b)(3) states that any petition to accept delayed payment of a maintenance fee must include:

A showing that . . . reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee . . . became aware of . . . the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date, and the manner in which patentee became aware of the expiration of the patent.

### Opinion

Petitioner must establish that petitioner treated the patent the same as a reasonable and prudent person would treat his or her most important business.

A grantable petition under 37 C.F.R. § 1.378(b) must be accompanied by a showing to the satisfaction of the Director that the entire delay in paying the required maintenance fee from the due date for the fee until the filing of a grantable petition pursuant to this paragraph was unavoidable.

In order for a party to show unavoidable delay, the party must show "reasonable care was taken to ensure that the maintenance fee would be promptly paid."<sup>3</sup> The level of "reasonable care" required to be shown is the same as the level of "care or diligence . . . generally used and observed by prudent and careful men in relation to their most important business."<sup>4</sup> When determining if a period of delay has been shown to have been unavoidable, the Office will take "all the facts and circumstances into account" and will decide each petition "on a case-by-case basis."<sup>5</sup>

35 U.S.C. § 41(c) requires a party to show the delay in payment of a maintenance fee was unavoidable. Therefore, petitioner has the burden of proof. The decision will be based solely on

<sup>3</sup> 37 C.F.R. § 1.378(b).

<sup>4</sup> *In re Maitulath*, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912). See also *Ray v. Lehman*, 55 F.3d 606, 34 U.S.P.Q.2d (BNA) 1786 (Fed. Cir. 1995) (citations omitted) ("[I]n determining whether a delay in paying a maintenance fee was unavoidable, one looks to whether the party responsible for payment of the maintenance fee exercised the due care of a reasonably prudent person.")

<sup>5</sup> *Smith v. Mossinghoff*, 671 F.2d 533, 538, 213 U.S.P.Q. (BNA) 977 (D.C. Cir. 1982).

the written, administrative record in existence. It is not enough that the delay was unavoidable; petitioner must prove that the delay was unavoidable. A petition will not be granted if petitioner provides insufficient evidence to "show" that the delay was unavoidable.

### Facts

Application No. 09/801,536 was filed March 8, 2001.

Neil Stratton is the sole inventor.

Eyerick Williamson was the Chief Executive Officer and Chief Financial Officer of Carver Skateboards, Inc. ("CSB") at the time the application was filed.

On or about March 8, 2001, Stratton assigned his rights to the invention to CSB.

Williamson paid all fees and legal costs related to the patent. Stratton "only discussed patent-related issues with [Williamson] when there was a design issued involved."<sup>6</sup>

During late 2002, the firm of Tope-McKay & Associates began assisting CSB with the prosecution of the application "on a piece-mail basis."

The application issued as the instant patent on September 21, 2004.

The 3.5 year maintenance fee could have been paid from September 21, 2007, to March 21, 2008, or with a surcharge from March 22, 2008, to September 22, 2008.

The record indicates, but for a typographical error in the law firm's docket system, the law firm would have notified CSB on February 29, 2008, that the 3.5 year maintenance fee was due.

On an unspecified date prior to June 1, 2008, Williamson learned the 3.5 year maintenance fee was due. In other words, CSB's failure to receive notification from the law firm that the fee was due did *not* result in CSB being unaware of the need to pay the maintenance fee.

Prior to June 1, 2008, Williamson and Stratton decided to dissolve Carver and began to negotiate the division of CSB's assets.

Stratton states,

It was during these negotiations that the shareholders began to notice the fraudulent activities of [Williamson]. We discovered that he had embezzled cash from Carver.... We also began to discover unpaid bills that had been accumulating and which [Williamson] failed to disclose, including a large payment due to Christie, Parker & Hale LLP.<sup>7</sup>

---

<sup>6</sup> Page 1 of Stratton declaration filed July 28, 2011.

<sup>7</sup> *Ibid.*

Williamson states,

Payment of the maintenance fee was not the only legal fee item I kept secret. In fact, as I was aware, there was a large outstanding legal fee due to Christie Parker Hale (CPH) that resulted from a default judgment against Carver. In addition to these items, there were also other non-legal debts that I did not divulge.<sup>8</sup>

During negotiations, Williamson told the inventor “the patent renewal (maintenance) fee currently due had already been paid.”<sup>9</sup> Stratton states,

I trusted that the patent had been renewed as I had been told especially in light of [Williamson’s] position as the leader of our company and as a fiduciary.... At the time, I had no reason to suspect that the fee had not been paid.<sup>10</sup>

On June 1, 2008, Williamson and the inventor entered into a “Division of Assets” agreement. Petitioner asserts that, as a result of the agreement, the inventor became the owner of the patent.

The 3.5 year maintenance fee was not paid on or after September 22, 2008. As a result, the patent expired on September 22, 2008.

On October 19, 2010, the law firm discovered the expiration of the patent while preparing a letter to a competitor alleging infringement of the patent.

#### Analysis

The only assignment document recorded against the patent was recorded on May 17, 2010, and the document filed May 17, 2010, asserts Stratton is the owner of the patent. In other words, USPTO records fails to indicate the patent was assigned to any party prior to May 17, 2010, and Stratton is presumed to be the owner of the patent, and to have had ownership and control of the patent, at all relevant times. Since Stratton owned the patent, the Office must determine if the record establishes Stratton’s delay in payment of the 3.5 year maintenance fee was unavoidable. See *Burandi v. Dudas*, 528 F.3d 1329, 1334 (Fed. Cir. 2008).

Petitioner argues the record is sufficient to demonstrate unavoidable delay in view of *Futures Technology, Ltd. v. Quigg*, 684 F. Supp. 430, 431 (E.D. Va. 1988). However, *Futures* “concerned [reviving an] abandoned patent application[] pursuant to 37 C.F.R. § 1.137, rather than reinstatement of [an] expired patent[] due to nonpayment of maintenance fees pursuant to 37 C.F.R. § 1.378.” *Burandi*, 528 F.3d at 1334. Since the instant case involves the expiration of a patent, the Office is not persuaded the holding in *Futures* requires reinstatement of the patent.

The law firm of Tope McKay was engaged for the purposes of tracking the maintenance fee. A reminder letter was prepared by the firm. The reminder letter was e-mailed to an incorrect address. As a result, the reminder letter was not received by CSB, Williamson, or the inventor.

<sup>8</sup> Page 2 of Williamson declaration filed July 28, 2011.

<sup>9</sup> Page 1 of Stratton declaration filed July 28, 2011.

<sup>10</sup> *Id.* at 1-2.

However, despite non-receipt of the reminder letter, petitioner knew that the maintenance fee was due and relied upon Eyerick Williamson, the CEO of CSB, to pay the fee.

As of June 1, 2008, Stratton had strong reasons to doubt Williamson's credibility. Specifically, Stratton was aware Williamson had been embezzling money and concealing debts owed by Carver.

Despite the existence of these strong reasons to conclude Williamson was untrustworthy, Stratton trusted and relied on Williamson's assertion the maintenance fee had been paid. Stratton states, "I trusted that the patent had been renewed as I had been told especially in light of [Williamson's] position as the leader of our company and as a fiduciary."<sup>11</sup>

Stratton could have taken steps to determine if Williamson's assertion the maintenance fee had been paid was true. For example, Stratton could have contacted the USPTO to determine if the fee had been paid. The record fails to demonstrate Stratton took any independent steps to determine if Williamson's assertion the maintenance fee had been paid was true.

In view of the prior discussion, the record is insufficient to establish Stratton exercised the level of care generally used by reasonable and prudent individuals when handling their most important business. In other words, the record is insufficient to establish Stratton's delay in payment of the fee was unavoidable.

#### Decision

The prior decision which refused to accept under 37 C.F.R. § 1.378(b) the delayed payment of a maintenance fee for the above-identified patent has been reconsidered. For the reasons herein and stated in the previous decision, the entire delay in this case cannot be regarded as unavoidable within the meaning of 35 U.S.C. § 41(c)(1) and 37 C.F.R. § 1.378(b). Therefore, the petition is denied.

As stated in 37 C.F.R. § 1.378(e), the Office will not further consider or review the matter of the reinstatement of the patent.

The patent file is being forwarded to Files Repository.

Telephone inquiries may be directed to Petitions Attorney Steven Brantley at (571) 272-3203.



Anthony Knight  
Director  
Office of Petitions

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<sup>11</sup> *Id.* at 1.

# **Exhibit 8**

FILED

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)

2012 FEB 21 P 2:29

CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

CARVER INTERNATIONAL, INC., a  
California Corporation.

Plaintiff,

v.

DAVID J. KAPPOS, Under Secretary  
of Commerce For Intellectual Property and  
Director of the United States  
Patent and Trademark Office, and

UNITED STATES PATENT AND  
TRADEMARK OFFICE.

Defendants.

Civil Action No. 1:12CV175  
AJT/1DD

**COMPLAINT**

Plaintiff, Carver International, Inc. ("Plaintiff" or "Carver Skateboards") for its  
Complaint against Defendants, David J. Kappos ("Kappos") in his official capacity, and the  
United States Patent and Trademark Office ("USPTO" or, collectively, "Defendants") states and  
alleges as follows:

**STATEMENT OF THE CASE**

1. Plaintiff files this legal proceeding with the sole, singular goal of having its issued patent, which is U.S. Patent No. 6,793,224 ("the '224 patent") reinstated. (Attached hereto as Exhibit "A" is a true and correct copy of the '224 patent.)
2. On November 20, 2008, the '224 patent expired due to USPTO's refusal to accept late payment of a \$490 administrative Maintenance Fee charged by the USPTO. Previously, Carver Skateboards took note of the Maintenance Fee due date and exercised reasonable care in the docketing of the due date for payment. However, through unusual and unexpected

occurrences outside of its control and despite its exercise of reasonable care, the administrative Maintenance Fee was not paid. Timely payment of the administrative Maintenance Fee was unavoidable, due to a conflux of isolated factors, involving:

- a) the actions of its agent, the TOPE-MCKAY & ASSOCIATES firm (the "TMA firm"), which, despite its dual docketing system, which includes use of both an Excel spreadsheet and Case Tracking Software (as produced by FlexTrac, Inc.), failed to notify Carver Skateboards that the Maintenance Fee was due to be paid, such that it was not paid on or prior to its September 22, 2008, due date and was not even attempted to be paid until on or about November 1, 2010, after the TMA firm discovered that its dual docketing system had failed and the Maintenance Fee had not been paid;
- b) the actions of Eyerrick Williamson, who was the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") of Carver Skateboards during the relevant time period, and who was assigned with the responsibility to monitor the '224 patent, and who repeatedly informed Carver Skateboards that any and all USPTO administrative matters were handled, without making any inquiry, and who deliberately turned a blind eye to all of the administrative matters of Carver Skateboards, because he was being removed from Carver Skateboards during the relevant time period and, upon information and belief, desired the company to fail;
- c) the actions of the USPTO, which did not send its March 31, 2008, Maintenance Fee Reminder concerning the '224 patent or its October 20, 2008, Notice of Patent Expiration of the '224 patent to Carver Skateboards, Neil Stratton (who is the sole inventor of the '224

patent) or to the TMA firm, and instead sent it to the CHRISTIE, PARKER & HALE law firm (the "CPH firm"), despite the fact that:

- 1) the CPH firm had previously filed an Application to Withdraw as Attorneys of Record in Pending Application ("Petition to Withdraw") from its representation of Carver Skateboards on September 15, 2002;
- 2) the USPTO had corresponded with the TMA firm concerning the application for the '224 patent at least as early as December 26, 2002, which is *after* the CPH firm filed its Petition to Withdraw; and,
- 3) the USPTO also had corresponded with "Eyerick Williamson, President, Carver Skateboards, Inc." concerning the application for the '224 patent at least as early as February 20, 2003, which also is *after* the CPH firm filed its Petition to Withdraw, and continued to correspond with Carver Skateboards, copying the TMA firm *only*.

such that neither Carver Skateboards, Stratton nor the TMA firm received either the Maintenance Fee Reminder or the Notice of Patent Expiration sent by the USPTO concerning the '224 patent;

- d) the actions of the CPH firm which, upon information and belief, despite receiving the only copies of the Maintenance Fee Reminder and Notice of Patent Expiration that were sent from the USPTO to *anyone* concerning this matter, did not provide either document to Carver Skateboards, Stratton, or to the TMA firm; and,
- e) the further actions of the USPTO, which accepted a June 21, 2010, Notice of Recordation of the '224 patent, which assigned the '224 patent from Carver Skateboards, Inc. to Carver International, Inc., and recorded the

assignment of the '224 patent on June 22, 2010, without informing Carver Skateboards, Stratton or the TMA firm that it *could not accept* the submitted assignment for recordation because the '224 patent had expired, despite its continuous written and telephonic contact with Stratton who, during this recordation process, was the Chief Executive Officer ("CEO") of Carver Skateboards. Had the USPTO done so, Carver Skateboards could have filed a Petition for Reinstatement or before:

September 22, 2010.

3. Had any of the TMA firm, Williamson or the CPH firm acted within the course and scope of their duties, or had the USPTO provided notification to any party other than the CPH firm, or had the USPTO even informed Stratton in June 2010 that the '224 patent had expired, Carver Skateboards undoubtedly would have paid the administrative Maintenance Fee.

4. Therefore, due to the above actions that Carver Skateboards could not avoid, the administrative Maintenance Fee was not timely paid and, on October 20, 2008, the issued '224 patent expired — not by choice, and not because Carver Skateboards desired it to expire, but rather because, under these circumstances, timely payment was unavoidable. Upon learning that its issued '224 patent had expired, Carver Skateboards immediately sought to pay the administrative fee, which was not accepted. Inequity has resulted. Carver Skateboards has exhausted all administrative appeals within the USPTO and now files the present action.

#### NATURE OF ACTION

5. This is an action seeking judicial review, under the Administrative Procedure Act ("APA"), 5 U.S.C. §§ 704 *et seq.*, of a decision of the Director of the USPTO and the USPTO, dated December 20, 2011, denying the Petition to accept the tendered late payment of Maintenance Fee(s) and reinstate the '224 patent, despite Plaintiff's showing that the delay in payment of the patent Maintenance Fee was unavoidable under 35 U.S.C. § 41(c)(1).

## PARTIES

6. Plaintiff Carver International is a California corporation and is engaged in the design, manufacture and sale of skateboards and accessories, having a principal place of business at 11 Sierra St., El Segundo, California 90245.

7. Defendant Kappos is the Under Secretary of Commerce for Intellectual Property at, and the Director of, the USPTO. Kappos is being named herein in his official capacity.

8. Defendant USPTO is a federal agency in the Department of Commerce. The USPTO is located at Madison Building East, 600 Dulany Street, Alexandria, Virginia 22314.

## JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this action by virtue of the APA (5 U.S.C. §§ 701 *et seq.*), federal question jurisdiction (28 U.S.C. §§ 1331 and 1331), the Federal Declaratory Judgment Act (28 U.S.C. §§ 2201 and 2202), the United States Patent Laws (28 U.S.C. § 1338(a)), the America Invents Act Sec. 9(a), and this Court's equitable powers.

10. The USPTO is located in Alexandria, Virginia. Venue is proper in this Judicial District and Division pursuant to 5 U.S.C. §§ 702-706, 35 U.S.C. § 1(b), 28 U.S.C. § 1331(e), and Local Rule 3(c).

11. Plaintiff has standing to maintain this action pursuant to the APA, as it is the party who has suffered a legal wrong and has been adversely affected by final agency action, as complained of herein.

12. There exists an actual, justiciable case or controversy between Plaintiff and the USPTO, as to which Plaintiff seeks: (i) a declaration of rights by this Court; and, (ii) injunctive relief against the USPTO, including:

- a). prohibiting the USPTO from: (i) continuing to refuse acceptance of a delayed Maintenance Fee payment on the '224 patent; and, (ii) continuing to deny reinstatement of the '224 patent, all to Plaintiff's irreparable injury, as complained of herein; and,

b) compelling and/or ordering the USPTO to reinstate the '224 patent after acceptance of Plaintiff's payment of the requisite Maintenance Fees.

13. Sovereign immunity preventing suits against the officers or employees of the United States is waived in this action pursuant to the provisions of the APA, 5 U.S.C. § 702.

### STATEMENT OF FACTS

#### Carver International

14. Carver Skateboards is a well-known skateboard industry leader, pioneering "surf-skating." The foundation of Carver Skateboards is based upon the '224 patent, and it has grown into an international manufacturer of its unique skateboards from its El Segundo, California location. It employs more than 15 full-time workers and grosses more than \$1 million dollars per year.

15. Stratton, a Venice Beach, California-based surfer, spent several years developing a skateboarding wheel axle that allows the front-end wheels to turn and pivot so that its riders feel as if they are skateboarding on a surfboard. (See photographic graphic depiction at right.) Stratton created hundreds of drawings and dozens of prototypes to achieve this "feel". When he had perfected his prototype, he filed his patent application and subsequently assigned his entire right, title and interest in the invention to Carver Skateboards.



16. The technology embodied in the '224 patent provides an improved skateboard truck (or axle). The improved skateboard truck comprises an axle having a pair of wheels mounted on opposite ends. There is a skateboard truck on the front of the skateboard that allows the front wheels to laterally sway from side-to-side. There also is a skateboard truck on the back of the skateboard which also allows the back wheels to turn, but not as sharply as the front wheels. Two wheels are attached to each skateboard truck, one wheel per side. Each skateboard truck provides a combination of: (1) adjustable lateral stability, and (2) enhanced skateboard turning abilities.

17. Since the early 2000s, Carver Skateboards has worked with several renowned surfers and skateboarders, including: legendary surfer Laird Hamilton ("Hamilton"), pictured at right surf-skating on a Carver Skateboard; Carlsbad, California-based competitive surfer Taylor Knox; Japanese pro-surfer-turned-distributor Aki Takahama; and, Renowned Japanese pro-surfer Mineto Ushikoshi ("Ushikoshi").



18. Hamilton immediately connected with the way the Carver Skateboards "surfed". Carver Skateboards are his perfect surf trainer to stay in shape for riding the 50-foot plus waves of (Jaws) Peahi, Hawaii. An innovator himself, from tow-in technology to his revolutionary Foil Board, Hamilton recognized this breakthrough in skating and saw how it dovetailed with his own cutting edge pursuits. Since then, Carver has proudly offered numerous Hamilton signature models and continues to work with this legendary waterman to develop his quiver of land-surfing boards.

19. Japanese pro-surfer-turned-distributor Aki Takahama and pro-surfer Ushikoshi also felt the deep relationship to surfing the Carver Skateboards provided them. Ushikoshi even joined the Carver Skateboards team. Ushikoshi helped design his own line of decks and graphics in conjunction with his signature Carver Skateboards brand, further adding to the development of the United States-Japanese surf-skate style.

20. Now, Carver Skateboards sells thousands of skateboards within the United States and across the Pacific Rim and riders have developed and continue to develop their own distinctive style of surf-skating.

21. The technology embodied in the '224 patent is Carver Skateboards. Numerous companies have copied Stratton's invention. Carver Skateboards desires to protect and must protect its primary corporate asset and stop others from copying its design, so as to: (1) ensure

the safety of surfskaters everywhere, such that they are riding the proper skateboards and not riding knock-off skateboard products, which may endanger the riders, and, (2) to further protect its corporate assets and employees, such that its business continues to grow and remains profitable.

The '224 Patent

22. On or about March 8, 2001, Application No. 09/801,536 ("the '536 application") was filed with the USPTO, naming Stratton as the sole inventor.

23. On or about March 8, 2001, Stratton assigned his rights to the invention claimed in the '536 application to Carver Skateboards, Inc. Stratton was a shareholder of Carver Skateboards at that time.

24. The '536 application was filed by the CPH firm, which is located at 655 North Central Avenue, Suite 2300, Glendale, California 91203-1445.

25. Williamson was the CEO and CFO of Carver Skateboards at the time the '536 application was filed.

26. On behalf of Carver Skateboards, the assignee, and as agreed by both Stratton and Williamson, Williamson, in his capacity as the CEO and CFO of Carver Skateboards, was responsible for paying the fees associated with the '536 application and any patent that issued therefrom. Stratton looked to, and justifiably relied upon, Carver Skateboards (through its CEO and CFO, Williamson) for payment of the USPTO administrative Maintenance Fee.

27. On or about September 15, 2002, the CPH firm filed a petition to withdraw as counsel, redirecting all future correspondence to Carver Skateboards, and the USPTO began sending its notices to Carver Skateboards.

28. On or about November 28, 2002, the TMA firm began assisting Carver Skateboards with the prosecution of the '536 application. The TMA firm is located at 30765 Pacific Coast Highway, Suite 420, Malibu, California 90265.

29. On September 21, 2004, the USPTO issued the '224 patent, entitled "Truck for Skateboards," to Carver Skateboards, Inc., the assignee as identified on the issued patent.

30. The first administrative maintenance fee for the '224 patent was to be paid from September 21, 2007 to September 22, 2008.

31. The TMA firm uses a redundant procedure for docketing. The redundant procedure includes use of both an Excel spreadsheet and Case Tracking Software (as produced by FlexTrac, Inc.), collectively referred to as the Docketing System. The issuance of the '224 patent was entered into the Docketing System and managed by counsel employed by the TMA firm. However, the client information was improperly entered into the Docketing System. On February 29, 2008, the TMA firm sent a maintenance fee reminder to an improper address for Carver Skateboards/Stratton. Because the Docketing System had the wrong address, Carver Skateboards/Stratton never received the maintenance fee reminder. The TMA firm did not initiate any further contact with Carver Skateboards/Stratton to ensure that Carver Skateboards/Stratton received the maintenance fee reminder and paid the \$490 administrative Maintenance Fee to the USPTO.

32. On or about March 31, 2008, the USPTO mailed a "Maintenance Fee Reminder" to the CPH firm, and not to Carver Skateboards or to the TMA firm, even though: a) the CPH firm filed a petition to withdraw as counsel for Carver Skateboards on September 15, 2002, redirecting all future correspondence to Carver Skateboards; b) the TMA firm had appeared at the USPTO at least as early as December 26, 2002, on behalf of Carver Skateboards, and the TMA firm continued to represent Carver Skateboards in front of the USPTO; and, c) the USPTO corresponded with "Eyerick Williamson, President, Carver Skateboards, Inc." at least as early as February 20, 2003, while copying the TMA firm on its correspondence.

33. On information and belief, the CPH firm did not send the "Maintenance Fee Reminder" to Carver Skateboards, Stratton, or to the TMA firm.

34. Shortly prior to June 1, 2008, during the time in which the administrative Maintenance Fee could have been timely paid, Carver Skateboards decided to remove Williamson from its business management and operations. Stratton therefore began the process

to dissolve Carver Skateboards and began to negotiate the division of the company's assets with Williamson.

35. During the dissolution negotiations, Williamson, who was assigned with the responsibility to monitor the '224 patent, and who repeatedly informed Carver Skateboards that any and all USPTO administrative matters were handled, without making any inquiry, deliberately turned a blind eye to all of the administrative matters for Carver Skateboards, because he was being removed from Carver Skateboards during the relevant time period and, upon information and belief, desired the company to fail.

36. On or about October 20, 2008, the USPTO mailed a "Notice of Patent Expiration" to the CPH firm, even though: a) the CPH firm filed a petition to withdraw as counsel for Carver Skateboards on September 15, 2002, redirecting all future correspondence to Williamson; b) the TMA firm had appeared at the USPTO at least as early as December 26, 2002, on behalf of Carver Skateboards, and the TMA firm continued to represent Carver Skateboards in front of the USPTO; and, c) the USPTO corresponded with "Eyerick Williamson, President, Carver Skateboards, Inc." at least as early as February 20, 2003, while copying the TMA firm on its correspondence.

37. Upon information and belief, the CPH firm, despite having received the only copy of the Notice of Patent Expiration sent from the USPTO, as well as the earlier Maintenance Fee Reminder sent by the USPTO concerning this matter, *still* did not perceive a problem, and *still* did not provide the Notice of Patent Expiration to Carver Skateboards, Stratton, or to the TMA firm.

38. Importantly, had the TMA firm received the March 31, 2008 Maintenance Fee Reminder sent by the USPTO concerning this matter or the October 20, 2008 Notice of Patent Expiration, it would have realized that its Docketing System had failed and would have informed Carver Skateboards that the administrative Maintenance Fee for the '224 patent had not been timely paid. However, it did not receive either document, and thus had no reason to believe that its Docketing System had failed.

39. On or about June 21, 2010, believing that the '224 patent was properly maintained and had not expired, Carver Skateboards filed an assignment with the USPTO, with "Carver Skateboards, Inc." as the assignor and "Carver International, Inc." as the assignee. Prior to this filing, Stratton had repeated, numerous written and telephonic contact with the USPTO concerning the filing of the assignment. At no time during this process did the USPTO inform Carver Skateboards, Stratton or the TMA firm that it could not accept the submitted assignment for recordation because the '224 patent had expired. Instead, on June 22, 2010, the USPTO recorded the assignment. Had the USPTO informed Carver Skateboards/Stratton that the '224 patent had expired, Carver Skateboards could have filed a Petition for Reinstatement or before September 22, 2010, as provided for by 37 C.F.R. §1.378(c).

**Petitions to Reinstate the '224 Patent**

40. On November 1, 2010, Carver Skateboards filed its Petition to Revive the '224 patent with the USPTO ("First Petition").

41. On or about May 25, 2011, the USPTO dismissed the First Petition.

42. On or about July 25, 2011, Carver Skateboards filed a Renewed Petition with the USPTO ("Renewed Petition").

43. On or about December 20, 2011, the USPTO dismissed the Renewed Petition, noting that "this decision is a final agency action within the meaning of 5 U.S.C. § 704 for purposes of seeking judicial review. . . . [N]o further consideration will be given to this matter."

**COUNT I**

**(Violation of the Administrative Procedures Act, 5 U.S.C. § 701 *et seq.*)**

44. Plaintiff repeats and realleges the foregoing paragraphs as though fully set forth herein.

45. Throughout the petition process, the USPTO acted in a manner that was arbitrary, capricious, and/or otherwise contrary to law and in excess of statutory authority, all in violation of 5 U.S.C. § 706(2), including, among other conduct adversely affecting Plaintiff, the following:

- a) Ignoring that since at least as early as March 8, 2001, Carver Skateboards, and not Stratton, was the assignee of the '224 patent and was responsible for payment of fees associated with it;
- b) Ignoring that the TMA firm's Docketing System had failed and Carver Skateboards was not notified that an administrative Maintenance Fee was due to be paid;
- c) Ignoring that Plaintiff looked to Williamson, its then-CEO and CFO, to pay the fees associated with the '224 patent, including the maintenance fees (Cal. Corp. Code §§ 204 and 309);
- d) Ignoring that Carver Skateboards had a right to rely on Williamson's representations and assurances, and justifiably did so;
- e) Ignoring that Williamson deliberately jeopardized the '224 patent through his inattention to its continued maintenance, because he was being forced out of Carver Skateboards and, upon information and belief, desired the company to fail;
- f) Ignoring that the USPTO did not send either the Maintenance Fee Reminder or Notice of Patent Expiration to Carver Skateboards, Williamson, Stratton or the TMA firm, and instead sent it to the CPH firm, despite that: (1) the CPH firm had previously filed a petition to withdraw from its representation of Carver Skateboards; (2) the USPTO had corresponded with the TMA firm after the CPH firm filed its petition to withdraw; and, (3) the USPTO also had corresponded with Carver Skateboards, copying the TMA firm, also after the CPH firm filed its petition to withdraw, such that neither Carver Skateboards, Stratton or the TMA firm received either the Maintenance Fee Reminder or Notice of Patent Expiration;

- g) Ignoring that, on June 22, 2010, the USPTO issued a Notice of Recordation for the '224 patent, when it could not do so, because the patent had expired;
- h) Ignoring that, on and prior to June 21, 2010, Stratton had repeated, numerous written and telephonic contact with the USPTO concerning the filing of the assignment. At no time during this process did the USPTO inform Carver Skateboards, Stratton or the TMA firm that it could not accept the submitted assignment for recordation because the '224 patent had expired;
- i) Ignoring that, had the USPTO informed Carver Skateboards/Stratton that the '224 patent had expired during this June 2010 timeframe, Carver Skateboards could have filed a Petition for Reinstatement or before September 22, 2010, which it had a statutory right to do;
- j) Ignoring that given the aforementioned facts, Carver Skateboards exercised the requisite diligence that is generally used and observed by prudent and careful men in relation to their most important business;
- k) Applying a shifting standard of proof throughout the Petitions and responses in support, setting a moving target and finding new grounds on which to deny or ignore Plaintiff's responses and requests; and,
- l) Concluding, in effect, that unavoidable delay can never occur even though affirmative misrepresentations and assurances were made by a duly-appointed representative of the entity responsible for making the maintenance payments, and even if there was justifiable reliance on such representations and assurances during the time period when the maintenance fees were due.

46. The USPTO's denial of the First and Renewed Petitions (the "Petitions") has damaged Plaintiff irreparably. Such damage will continue unless and until the USPTO rulings are set aside and the USPTO is ordered to reinstate the '224 patent by this Court.

47. Plaintiff has exhausted its administrative remedies, or in the alternative, pursuit of any further administrative remedies is futile.

48. Plaintiff has no other adequate remedy at law.

49. The USPTO's denials of the Petitions are ripe for review because the issues tendered are appropriate for legal resolution and Plaintiff will suffer hardship if relief is denied.

50. Plaintiff is entitled to a reinstatement of the '224 patent upon tender of the late maintenance fee(s), together with all other amounts that may be due pursuant to 35 U.S.C. § 41(c)(1);

## COUNT II

### (Declaratory Judgment Reinstating the '224 Patent)

51. Plaintiff repeats and realleges the foregoing paragraphs as though set forth fully herein.

52. The USPTO's denials of the Petitions are contrary to the law.

53. The USPTO's denial of the Petitions has damaged the Plaintiff irreparably. Such damage will continue unless and until the USPTO's rulings are set aside and the USPTO is ordered to reinstate the '224 patent by this Court.

54. Plaintiff has exhausted its administrative remedies, or in the alternative, pursuit of any further administrative remedies is futile.

55. Plaintiff has no other adequate remedy at law.

56. The USPTO's denials of the Petitions are ripe for review because the issues tendered are appropriate for legal resolution and Plaintiff will suffer hardship if relief is denied.

57. There exists an actual, justiciable case or controversy between Plaintiff and the PTO, as to which Plaintiff seeks: (i) a declaration of rights by this Court; and (ii) injunctive relief against the USPTO, including,

- a) prohibiting the USPTO from: (i) continuing to refuse acceptance of a delayed maintenance fee payment on the '224 patent; and, (ii) continuing to deny reinstatement of the '224 patent, all to Plaintiff's irreparable injury, as complained of herein; and,
- b) compelling and/or ordering the USPTO to reinstate the '224 patent after acceptance of Plaintiff's payment of the requisite maintenance fees.

58. Plaintiff is entitled to a declaratory judgment that: (i) the delay in the payment of the maintenance fee was unavoidable under 35 U.S.C. § 41(c)(1); and, (ii) the USPTO's denials of the First and Renewed Petitions are arbitrary, capricious, and/or otherwise contrary to law and in excess of statutory authority, in violation of 5 U.S.C. § 706(2).

### COUNT III

#### (Writ of Mandamus)

59. Plaintiff repeats and realleges the foregoing paragraphs as though set forth fully herein.

60. Plaintiff has a clear and indisputable right to provide payment for any and all administrative Maintenance Fees owing and due to the USPTO concerning the '224 patent.

61. Defendants have a clear duty to apply and follow their own rules in reviewing the First and Renewed Petitions, and to allow the Plaintiff to provide any and all administrative Maintenance Fee payments to the USPTO concerning the '224 patent and have failed to do so.

62. The act requested is an official act or duty of the USPTO.

63. Plaintiff will have no adequate alternative relief to attain the relief it desires if the relief it has sought under Counts I and II is not granted.

64. The issuance of the writ will effect right and justice in the circumstances.

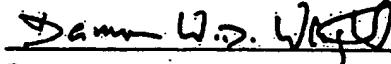
**RELIEF REQUESTED**

**WHEREFORE**, Plaintiff respectfully prays that this Court:

- A.** Issue a declaratory judgment that the delay in the payment of the maintenance fee was unavoidable under 35 U.S.C. § 41(c)(1);
- B.** Issue a declaratory judgment that the USPTO's denials of the First and Renewed Petitions are arbitrary, capricious, and/or otherwise contrary to law and in excess of statutory authority, in violation of 5 U.S.C. § 706(2);
- C.** Enter an order requiring the PTO to promptly: (i) expressly withdraw its denials of the First and Renewed Petitions; (ii) accept late payment of the maintenance fees; and, (iii) reinstate the '224 patent;
- D.** Grant a writ of mandamus to compel the Director to promptly accept the payment of the unavoidably delayed maintenance fee and any surcharge, on Plaintiff's showing that the delay was unavoidable and, further, to compel the Director to reinstate the '224 patent; and,
- E.** For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: February 21, 2012



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**EXHIBIT A**



US006793224B2

**(12) United States Patent**  
**Stratton**

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**(54) TRUCK FOR SKATEBOARDS**

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(58) Field of Search ..... 280/11.27, 11.28,  
280/87.041, 87.042; D21/765

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*Primary Examiner*—Brian L. Johnson

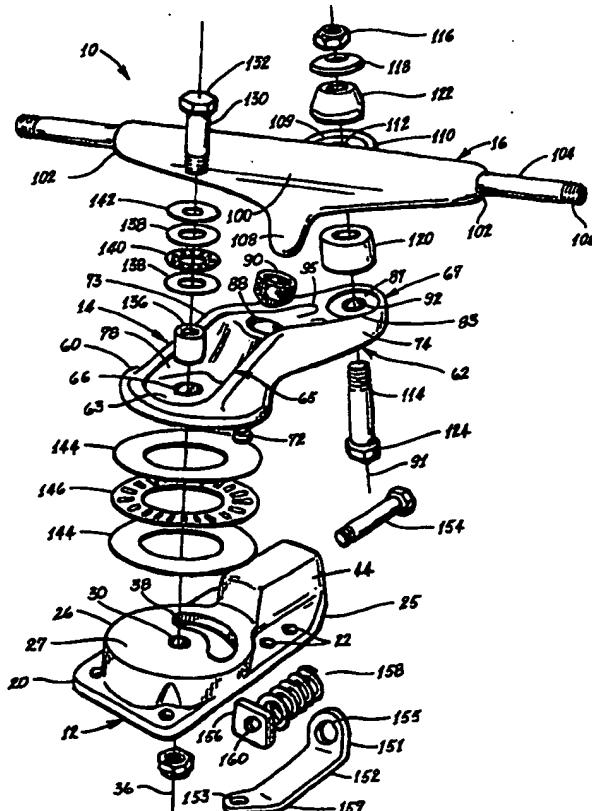
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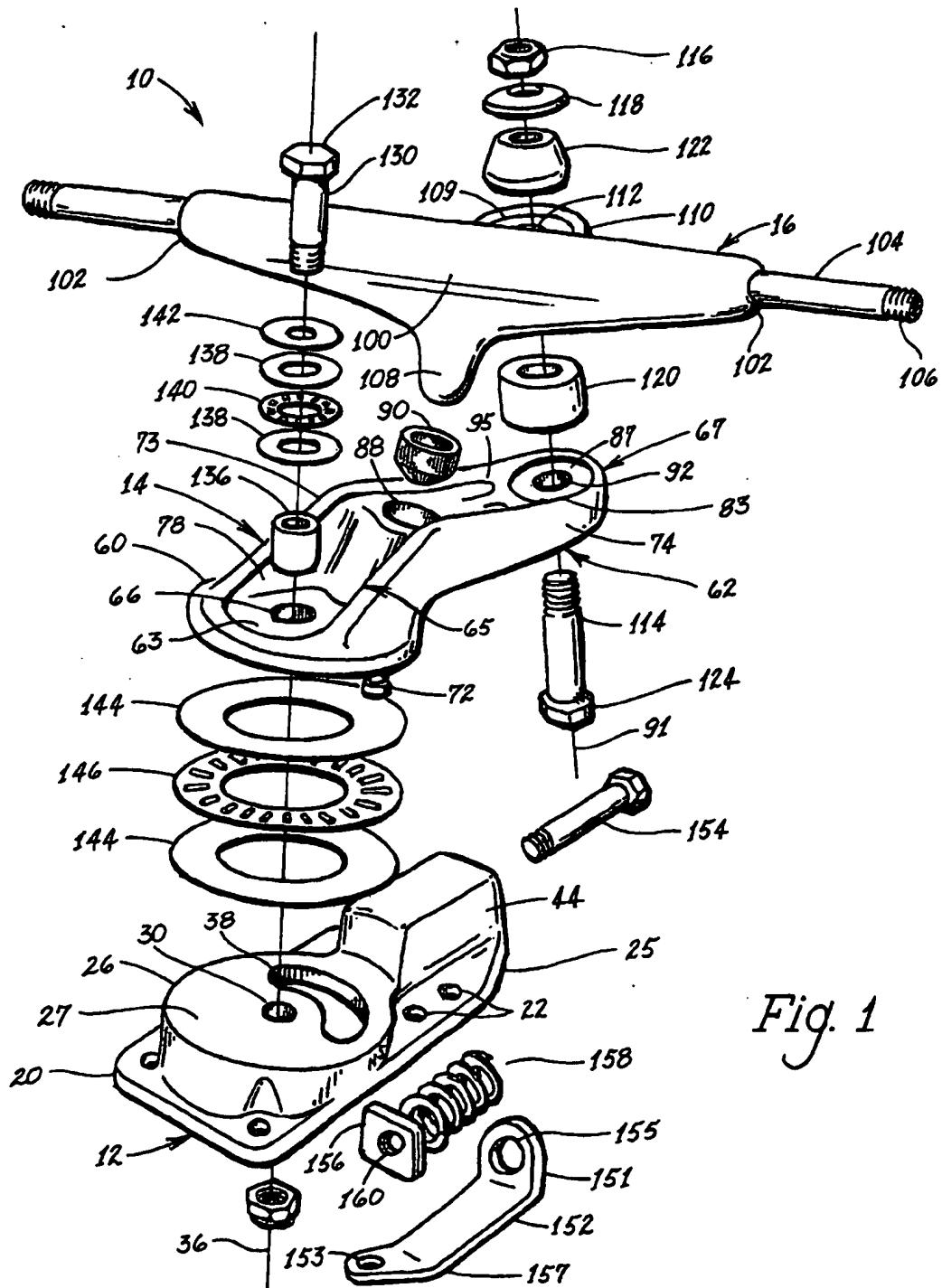
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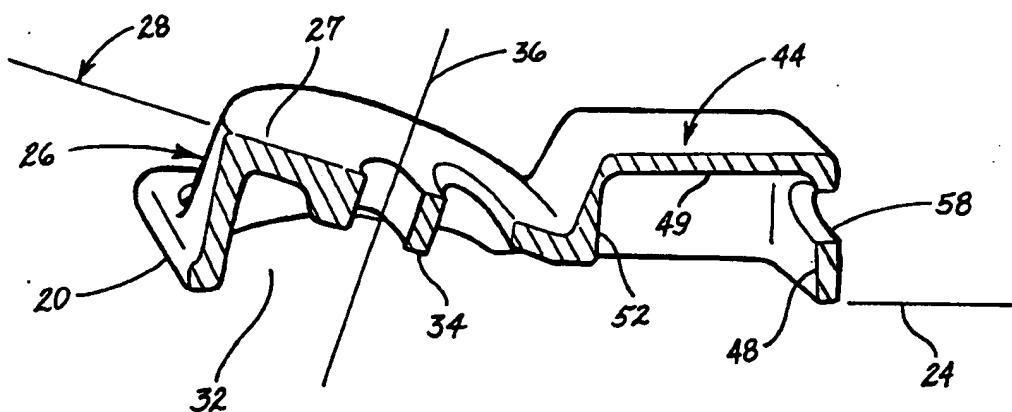
(57) ABSTRACT

A skateboard truck comprising a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a center position aligned with the skateboard's direction of movement. The first and second axes provide pivoting of the skateboard in two dimensions.

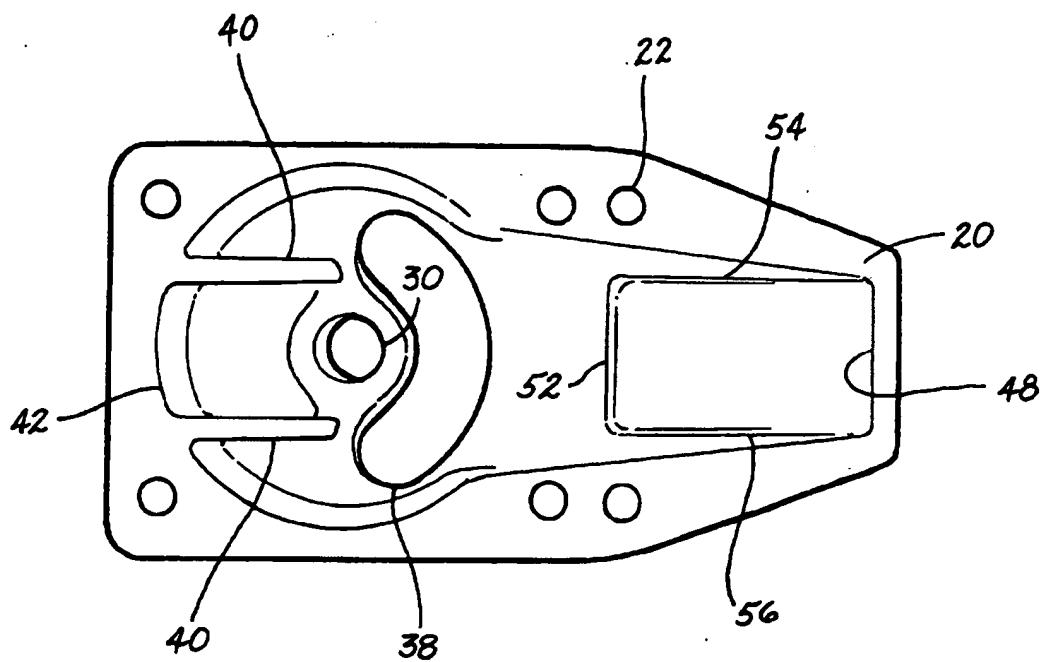
14 Claims, 8 Drawing Sheets



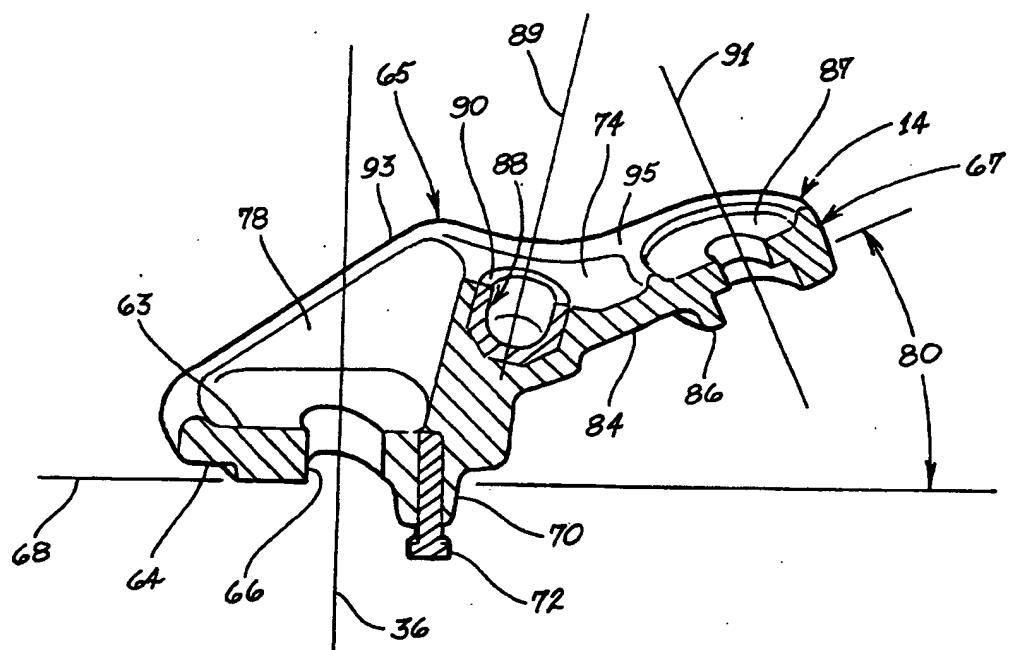




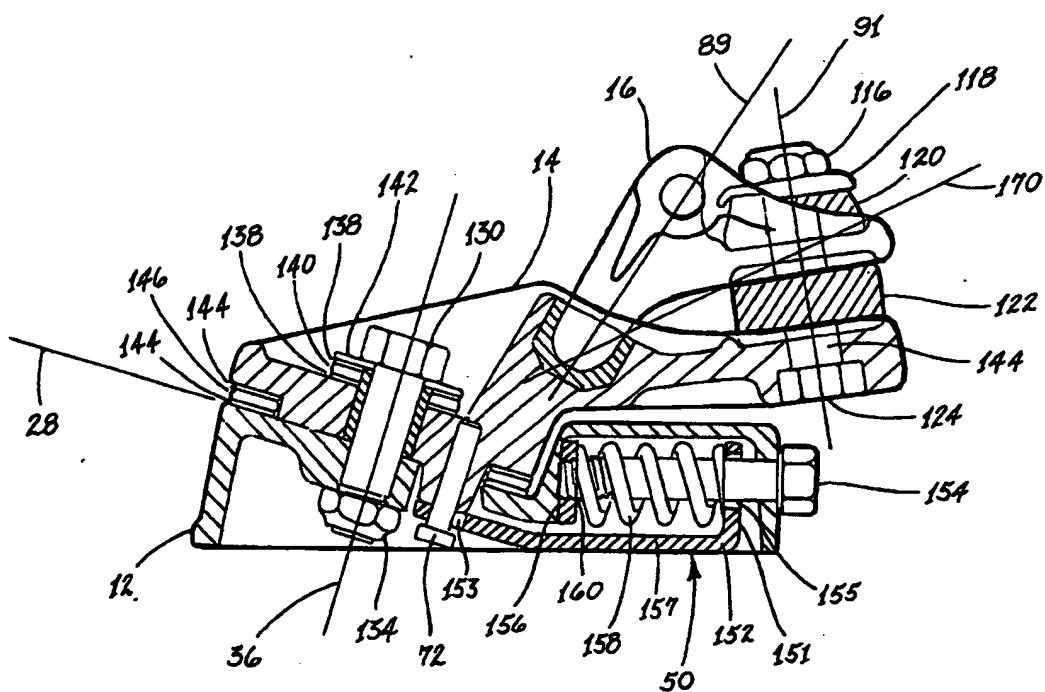
*Fig. 2*



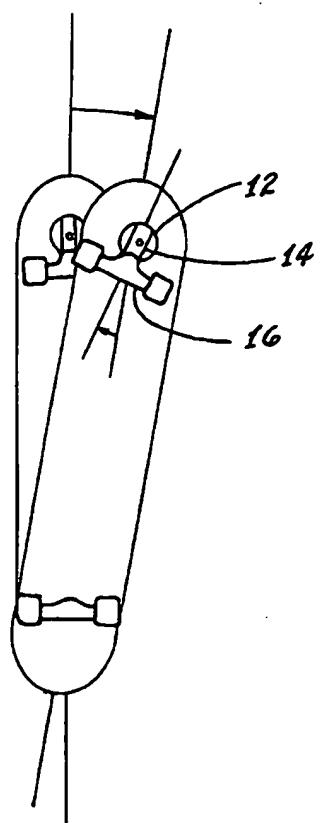
*Fig. 3*



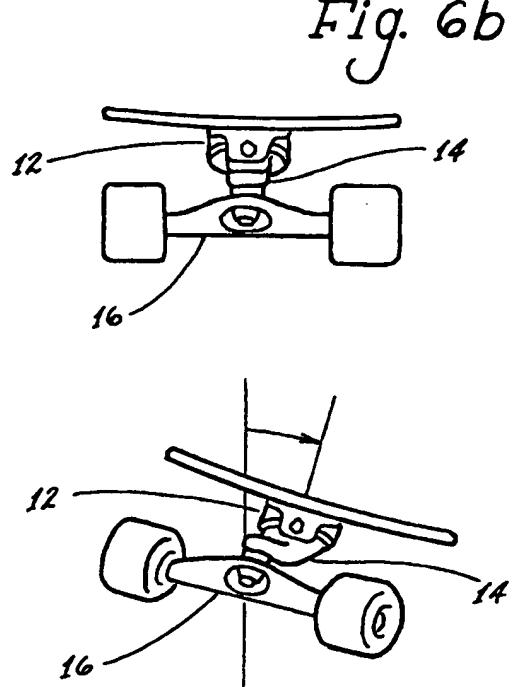
*Fig. 4*



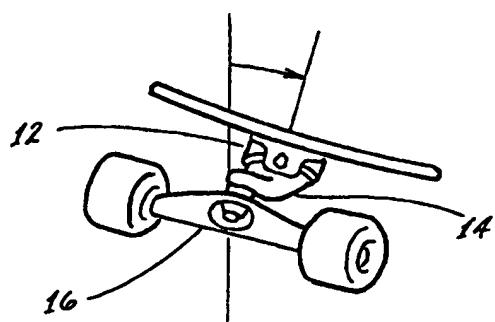
*Fig. 5*



*Fig. 6a*



*Fig. 6b*



*Fig. 6c*

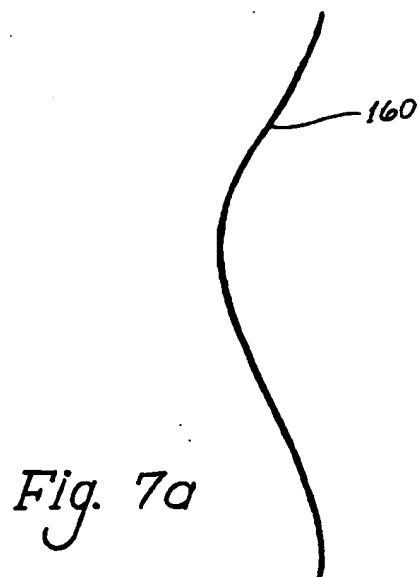


Fig. 7a

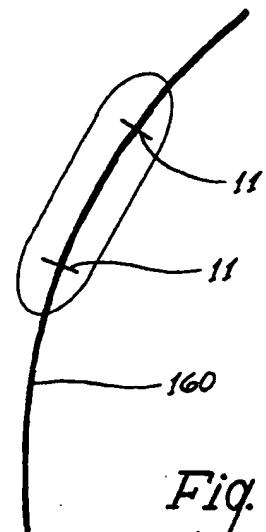


Fig. 7b

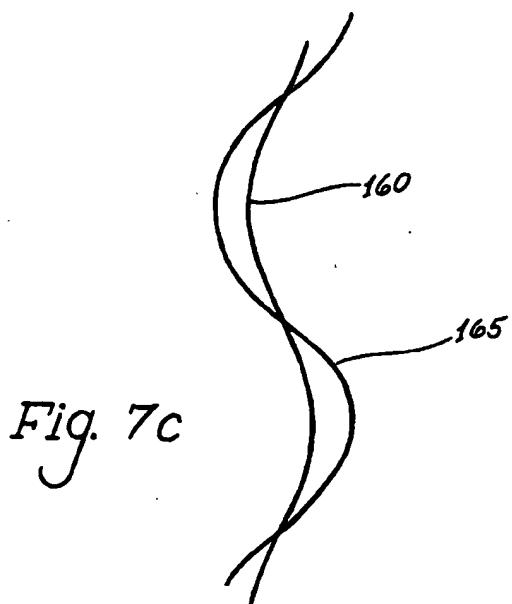


Fig. 7c

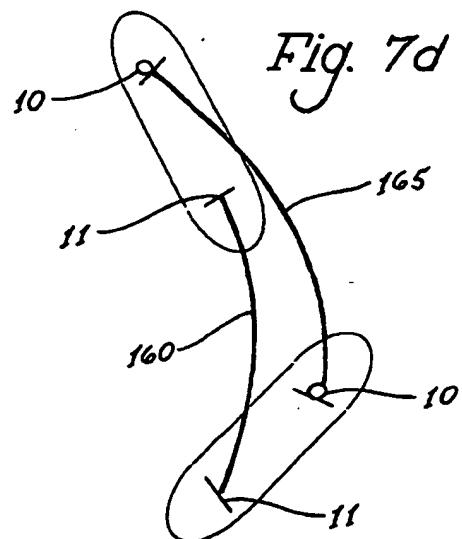
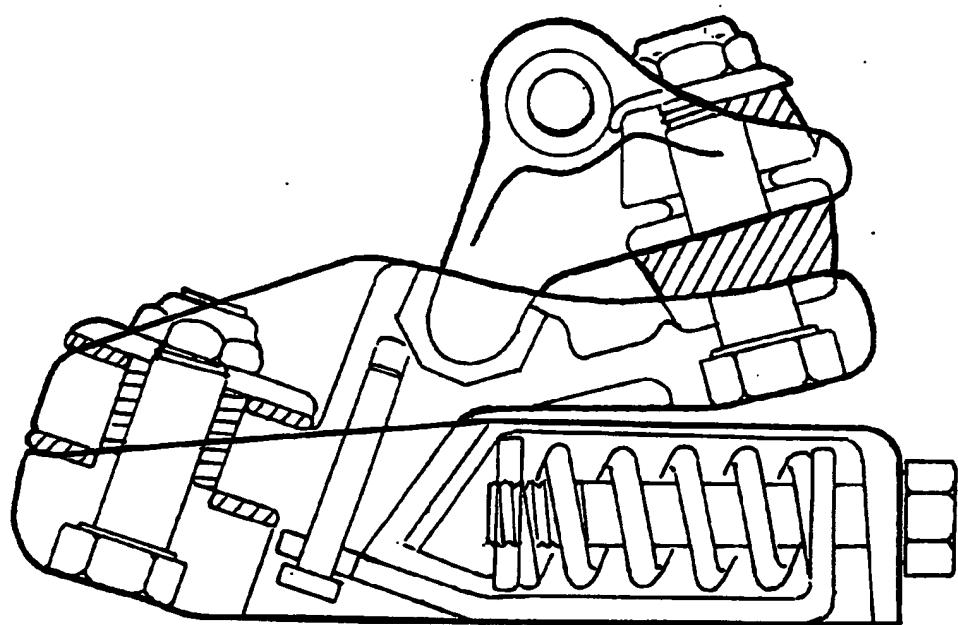


Fig. 7d



*Fig. 8*

## TRUCK FOR SKATEBOARDS

## FIELD OF THE INVENTION

The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

## BACKGROUND OF THE INVENTION

Conventional skateboards utilize steering mechanisms known as trucks. Typically a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very little.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Pat. No. 5,522,620 to Pracas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight shift does not bear any leverage upon the pivotal member when the arm is near the center of its range. Further when the pivotal member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the '620 device fails not regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

## SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning

abilities. Generally speaking, a truck according to this invention comprises an axle having a pair of wheels mounted at opposite ends thereof. A shall extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shall on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard oil the water.

## DESCRIPTION OF THE DRAWINGS

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in conjunction with the accompanying drawings wherein:

FIG. 1 is an exploded perspective view of the skateboard truck of the present invention;

FIG. 2 is a cross-sectional side view of the base plate of the truck in FIG. 1;

FIG. 3 is a bottom view of the base plate in FIG. 2;

FIG. 4 is a cross-sectional side view of the pivoting member of the truck in FIG. 1;

FIG. 5 is a cross-sectional side view of the assembled truck in FIG. 1;

FIG. 6A is a top view of the truck in FIG. 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and-fro;

FIGS. 6B and 6C are perspective views of the truck in FIG. 1 mounted onto a skateboard, the views showing the arcing, lateral movement of the nose of the skateboard as it moves to-and-fro;

FIGS. 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

FIGS. 7C and 7D are simplified schematic views of the path of motion of the skateboard in FIG. 6; and

FIG. 8 is a side view of an alternative embodiment of the truck in FIG. 1.

## DETAILED DESCRIPTION OF THE INVENTION

In a preferred embodiment of the invention, there is provided a skateboard truck 10 having, two independently

spring-loaded pivoting members. As shown in FIG. 1, the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

Referring to FIG. 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable 12 construction and made of any suitable material in a preferred embodiment, the baseplate 12 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about  $\frac{3}{16}$  inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto the underside of the skateboard platform.

Referring to FIGS. 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having at recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs 40 which extend into the recess 32. As shown in FIG. 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about  $10^\circ$  to about  $25^\circ$ , more preferably at about  $17^\circ$ . The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and atop wall 49, forming a cavity 46 in the housing 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

Referring to FIG. 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic. Referring now to FIG. 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring back to FIG. 1, the arm 62 extends upwardly from the base 60 and comprises a pair of gussets 73 and a cantilevered body 74 having at proximal end 65 and distal end 67. The gussets 73 are triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is an arching structure extending from the gussets 73 at an acute angle 80 (see FIG. 4) relative a lateral pedestal base plane 68, preferably at about a  $17^\circ$  angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to FIG. 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally

includes a counterbore 92 defining a second axis 91 inclined at all angle preferably about  $30^\circ$  relative to the pedestal base plane 68. Referring now to FIG. 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to FIG. 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about  $40^\circ$  relative to the second axis 91.

With reference to FIG. 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include a pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112, extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

Referring to FIGS. 1 and 5, the hanger 16 is preferably mounted onto the arm 62 by a kingpin or support member 114 which passes through the eyelet 112 of the platform 110. When assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and washer 118 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about  $\frac{3}{8}$  inches in diameter. Referring to FIGS. 1 and 4, in a presently preferred embodiment the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108 engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm 62.

The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see FIG. 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or spring-loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm 62 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. Pat. No. 5,263,725 to Gesner et al., maybe used instead of the urethane bushing system.

The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are

fabricated from steel having conventional dimensions, preferably about  $\frac{1}{8}$  inches in diameter.

The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of hearing plates 138, are disposed between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the first bearing 140 is a steel needle thrust bearing having an outer diameter of about  $\frac{1}{8}$  inches and an inner diameter of about  $\frac{1}{4}$  inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an upper surface 27. The nut 134 is disposed within the housing recess 32, between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

The second bearing 146 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the second bearing 146 is a steel needle thrust bearing having an outer diameter of about  $2\frac{3}{16}$  inches and an inner diameter of about  $1\frac{1}{8}$  inches. The bearings 140 and 146 function to provide smooth rotation of the pivoting member 14. In alternative embodiments, other means may be used to provide minimal friction between the arm 62 and the base 12, such as ball bearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

A spring system 50 retained within the housing 44 includes a link 152, a link bolt 154, a spring 158, and a nut plate 156. The link 152 comprises a resilient metal formed in an L-shape, having a first portion 151 extending substantially perpendicular from a second portion 157 that is substantially canted at its distal end. The link 152 is preferably formed from a sheet of stainless steel, but may be of any suitable material having similar material properties. The first portion 151 comprises a bolt opening 155 centrally displaced along the first portion 151. The second portion 157 comprises a link pin opening 153 along its canted distal end.

The spring system 50 is coupled to the housing 44 bypassing the link bolt 154 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link bolt 154 is Grade 8 steel having a diameter of about  $\frac{1}{8}$  inches. A threaded portion of the link bolt 154 engages a threaded hole 160 centrally located within the nut plate 156. The spring 158 is preferably a steel heavy-duty compression spring disposed between the nut plate 156 and the first portion 151 of the link 152.

The spring system 50 is coupled to the pivoting member 14 by engaging the link pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50 functions to control the rotational movement of the pivoting member 14. The link 152 is spring-loaded to resist and control rotational movement of the pivoting member 14. By turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the nut plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion of the link bolt 154 is fully engaged with the nut plate 156, the tension in the link 152 will stiffen and the

spring system 50 will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion the link bolt 154 is disengaged from the nut plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Pat. No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from the deck. FIGS. 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately  $30^\circ$  to  $60^\circ$  relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the plane of movement, and wherein the. Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about  $130^\circ$  to about  $160^\circ$ , more preferably at  $140^\circ$ . The dual pivoting truck 10 enables the nose of the skateboard to move in a side-to-side motion.

Referring to FIG. 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear trucks pivot in one dimension symmetrically and in fixed relation, as shown in FIG. 7B. A skateboard according to the preferred embodiments of the present invention, utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in FIGS. 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10

turns on a secondary sinusoidal path 165. As such, the skateboard may trace a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

The angled configuration of the bearing plane 29 (see FIG. 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in FIGS. 6A-C. The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together. Without the angled bearing plane, lateral weight shift from the center position would bear too little, torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward. Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to FIG. 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as an Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the

rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

In alternative embodiments, the base plate of the truck can be altered to any suitable size or shape. An example of a modified embodiment is shown in FIG. 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the axle may pivot relative to the pivoting member 14.

The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.

What is claimed is:

1. A skateboard truck comprising:

an arm adapted to be pivotally attached to an inclined surface, inclined relative to the underside of a skateboard deck having a first skateboard truck pivot axis; an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle the arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard truck about two axes of freedom.

2. The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

3. The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

4. The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.

5. The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about 160°.

6. The skateboard truck of claim 2, further comprising a springloaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

7. The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

US 6,793,224 B2

9

8. A skateboard truck comprising:  
a base attachable to the underside of a skateboard deck;  
an arm carried by the base wherein the arm is pivotally  
attached in an inclined manner relative to the base  
about a first axis;  
an axle, the axle being carried by the arm and pivotally  
attached in an inclined manner relative to the arm about  
a second axis; and  
a coupling operatively connected between the base and 10  
the arm,  
whereby the first and second axes provide independently  
adjustable pivoting of the skateboard truck in two  
dimensions.
9. The skateboard truck of claim 8, wherein the base  
comprises an inclined bearing surface of the first pivot axis  
relative to the skateboard deck. 15
10. The skateboard truck of claim 9, wherein the bearing  
surface is inclined at an angle ranging from about 10° to  
about 25° relative to the skateboard deck.

10

11. The skateboard truck of claim 10, wherein the first  
axis is inclined at an angle approximately 30° to approxi-  
mately 60° relative to the skateboard's plane.  
12. The skateboard truck of claim 11, wherein the second  
axis is inclined relative the first pivot axis at an angle  
ranging, from about 130° to about 160°.  
13. The skateboard truck of claim 8, wherein the coupling  
is a spring-loaded linkage having adjustable tension for  
limiting rotational movement of the arm relative the base,  
and biasing the arm towards a position aligned with the  
longitudinal axis of the skateboard.  
14. The skateboard truck of claim 13, wherein the tension  
in the linkage is adjusted by engaging a threaded portion of  
a bolt that extends through a portion of the linkage and a  
compression spring disposed between a potion of the linkage  
and a plate, with a threaded aperture on the plate for  
compressing the spring between the link age and the plate to  
spring-load the linkage as the bolt further engages the  
aperture.

\* \* \* \* \*

# **Exhibit 9**

D. BRUCE PROUT  
HAYDEN A. CARNEY  
RICHARD J. WARD, JR.  
LEROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIANKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GRANT T. LANGTON  
SYED A. HASAN  
CONSTANTINE MARANTIDIS  
JOHN W. ELDREDGE  
MARILYN R. KHORSANDI  
CRAIG A. GELFOUND  
GREGORY S. LAMPERT  
DANIEL M. CAVANAGH

GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE LIM  
ROBERT D. ROWLETT  
SAMIR B. ARMALY  
HAZIM H. ANSARI  
MONTE M. F. COOPER\*\*  
MOLLY A. HOLMAN, Ph.D.\*\*\*

OF COUNSEL

R. WILLIAM JOHNSTON  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
ROBERT L. TOMS, SR.

\*ADMITTED ONLY IN PA  
\*\*ADMITTED ONLY IN CO  
\*\*\*PATENT AGENT

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

July 16, 1998

PASADENA OFFICE  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
POST OFFICE BOX 7068  
PASADENA, CALIFORNIA 91109-7068  
TELEPHONES:  
(626) 795-9900/(213) 881-1800  
FACSIMILE: (626) 577-8800  
E-MAIL: info@cph.com

ORANGE COUNTY OFFICE  
5 PARK PLAZA, SUITE 1440  
IRVINE, CALIFORNIA 92614  
TELEPHONE: (949) 478-0757  
FACSIMILE: (949) 478-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE  
A524:10

Mr. Eyreick Williamson  
President  
Azcast Products, Inc.  
15350 Proctor Avenue, Ste. A  
City of Industry, CA 91745

Re: Representation of Azcast Products, Inc.

Dear Eyreick:

The following is our standard engagement letter and fee agreement. It should have been sent to you after our initial conference. Please review it, and if you find it acceptable, please sign and return a copy to me. You may want to consult with Ted Fogliani before signing it.

Pursuant to this agreement, we will undertake to represent Azcast Products, Inc. in connection with a patentability investigation regarding a new skateboard truck. Our search report on this invention was mailed to Mr. Stratton on July 1, 1998.

Fees for services will be billed at our normal hourly rates, which currently range from \$150 per hour for junior associates to \$410 per hour for the most senior partners. My rate is \$365 per hour. Paralegals are used for some functions that otherwise would have to be performed by lawyers at higher rates. Fees for paralegals range from \$45-\$125 per hour depending on the seniority and experience of the paralegal. Hourly rates may be adjusted annually by the law firm. We also bill for expenses incurred during the course of the representation, and we itemize these expenses at regular intervals. Expenses cover costs for travel, investigators, expert witnesses, court reporting services, outside messengers, etc., and costs and overhead for copying, telecopying, telephone, computer services, and in-house messengers.

We will forward a confidential statement of services rendered and expenses incurred on a monthly basis. Payments are due no later than 20 days from the date of the invoice. Our statements will describe the services performed by each attorney and paralegal

CHRISTIE  
PARKER  
& HALE  
LLP

Mr. Eyreick Williamson  
July 16, 1998  
Page 2

working on your matters. The statements contain information protected by the attorney-client privilege. The privilege could be waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our bills in a file marked "attorney-client privileged materials" and maintain the file in a secure location.

This is to request an advance deposit in the amount of \$1000.00. This amount will be maintained in our firm's legal services trust fund account and will be applied against our next statement to cover the cost of services to date.

You may terminate our services at any time. Any unused portion of the advance payment will be returned. By the same token, if you do not pay our monthly invoices in accord with this agreement, we reserve the right to withdraw as your counsel in this or any other matter and by signing this Agreement, you acknowledge and agree to our right to withdraw under those circumstances.

This fee agreement is limited to intellectual property law counseling and procurement. In the event we are required to litigate your behalf, the parties may enter into a separate agreement, on mutually agreeable terms, governing such proceeding.

Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim for professional negligence, shall be finally determined, at the request of either party, by arbitration conducted in Los Angeles County, California, in accordance with the then existing rules for commercial arbitration of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. This provision is not intended to abrogate a client's right to require a non-binding fee arbitration pursuant to Business & Professions Code §§6200-6206.

This document constitutes the written fee agreement between Azcast Products, Inc. as the client, and us, as attorneys, as specified in California Business and Professions Code Section 6148.

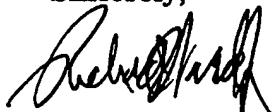
This letter sets forth completely the terms of our agreement, and there are no other agreements, promises, or understandings not set forth fully herein.

CHRISTIE  
PARKER  
& HALE  
LLP

Mr. Eyreick Williamson  
July 16, 1998  
Page 3

If this meets with your approval, please sign and return the enclosed copy of this letter indicating your acceptance and include an advance deposit for \$1000.00.

Sincerely,



Richard J. Ward, Jr.

RJW/clb

Enclosure: Copy of Letter

AGREED AND ACCEPTED:

---

Date

CLB PAS141165.1--7/16/98 8:45 pm

---

Eyreick Williamson, President  
Azcast Products, Inc.

# **Exhibit 10**

## ASSIGNMENT

WHEREAS, I, NEIL STRATTON, residing at Venice, California, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **TRUCK FOR SKATEBOARD**, and executed by me on even date herewith;

AND WHEREAS Azcast Products, Inc., a California corporation, having a place of business at 15350 Proctor Avenue, Suite A, City of Industry, California 91745 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Neil Stratton

**ASSIGNMENT**  
**Docket No. 37197/RJW/A524**

**Sole**

**STATE OF** )  
**COUNTY OF** )

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public,  
personally appeared Neil Stratton personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me  
that he executed the same in his authorized capacity, and that by his signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

---

Signature of Notary

RJW/dg

DLG PAS331836.1-\* 3/5/01 3:16 PM

# **Exhibit 11**

[Secretary of State](#)[Administration](#) [Elections](#) [Business Programs](#) [Political Reform](#) [Archives](#) [Registries](#)**Business Entities (BE)****Online Services**

- [Business Search](#)
- [Disclosure Search](#)
- [E-File Statements](#)
- [Processing Times](#)

**Main Page****Service Options****Name Availability****Forms, Samples & Fees****Annual/Biennial Statements****Filing Tips****Information Requests**  
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)
- [International Business Relations Program](#)

**Customer Alerts**

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

**Business Entity Detail**

Data is updated weekly and is current as of Friday, April 27, 2012. It is not a complete or certified record of the entity.

<b>Entity Name:</b>	CARVER SKATEBOARDS, INC.
<b>Entity Number:</b>	C2349245
<b>Date Filed:</b>	06/28/2001
<b>Status:</b>	DISSOLVED
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Address:</b>	245 TURNBULL CANYON ROAD
<b>Entity City, State, Zip:</b>	CITY OF INDUSTRY CA 91745
<b>Agent for Service of Process:</b>	EYREICK T WILLIAMSON
<b>Agent Address:</b>	245 TURNBULL CANYON ROAD
<b>Agent City, State, Zip:</b>	CITY OF INDUSTRY CA 91745

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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## **Exhibit 12**

D. BRUCE PROUT  
RICHARD J. WARD, JR.  
LEROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIANKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GREGORY S. LAMPERT  
JAMES E. DOROSHOW  
MARI GARCIA  
GRANT T. LANGTON  
SYED A. HASAN  
HAROLD E. WURST  
ROBERT A. GREEN  
HOWARD A. KROLL  
LAURENCE H. PRETTY  
ROBERT A. SCHROEDER  
RICHARD A. WALLEN  
MICHAEL J. MACDERMOTT  
ANNE WANG  
DANIEL R. KIMBELL  
CONSTANTINE MARANTIDIS  
CRAIG A. GELFOUND  
DANIEL M. CAVANAGH  
GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE E. CHANG  
JOEL A. KAUTH  
PATRICK Y. IKEHARA  
CHARLES R. HALLORAN  
RAYMOND R. TABANDEH  
PAUL B. HEYNSSENS  
GARY S. DUKARICH  
CYNTHIA A. BONNER, Ph.D.  
JOHN F. O'ROURKE'

JUN-YOUNG E. JEON  
MARC A. KARISH  
PETER A. NICHOLS  
PATRICK S. SCHOENBURG  
STEPHEN D. BURBACH  
LEIGH O. LINDER  
DAVID B. SANDELANDS, JR.  
W. CASEY WALLS  
BRIAN K. BROOKY  
NICHOLAS J. PAULEY  
MARK J. MARCELLI  
DAVID J. STEELE  
JOHN W. PECK, Ph.D.  
BRIAN L. YATES  
GARY D. LUECK  
JAMES M. COLLISON  
NATU J. PATEL  
TOM H. DAO  
FRANK L. CIRE  
  
OF COUNSEL  
R. WILLIAM JOHNSTON  
HAYDEN A. CARNEY  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
ROBERT L. TOMS, SR.  
THERESA W. MIDDLEBROOK  
RICHARD J. PACIULAN\*\*  
ALAN M. KINDRED  
RICHARD A. CLEGG  
  
TECHNICAL SPECIALISTS  
ULESES C. HENDERSON, JR.  
DAVID J. BAILEY  
ANDREW G. INGRAM  
KSENYA MEDVEDEV  
  
\*ADMITTED ONLY IN PA, DC  
\*\*ADMITTED ONLY IN MA

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

July 20, 2001

PASADENA OFFICE  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
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ORANGE COUNTY OFFICE  
3501 JAMBOREE ROAD  
SUITE 6000  
NEWPORT BEACH, CALIFORNIA 92660  
TELEPHONE: (949) 476-0757  
FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:37197

Mr. Eyreick Williamson  
President  
CARVER SKATEBOARDS, INC.  
15350 Proctor Ave., Suite A  
City Of Industry, California 91745

Re: U.S. Patent Application No. 09.801,536 Entitled TRUCK FOR  
SKATEBOARDS; Filed March 8, 2001

Dear Eyreick:

The USPTO has sent a notice requesting better drawings in the above application. The requirements for drawings are that they be reasonably free from erasures and free from alterations, overwritings, interlineations, folds and copy marks.

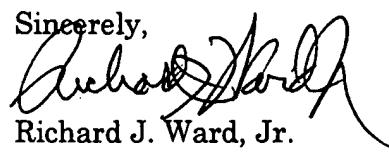
A copy of the full set of drawings is enclosed. I request that FIGS. 2, 3, 4 and 8 be cleaned up and particularly with respect to FIG. 8, the lines be made firm and clear. FIG. 5 should be recopied and centered leaving a 3/4" margin on each side. Reference numerals on the right side need clarification. FIGS. 6A, 6B, 6C, 7A, 7B, 7C and 7D should be firmed up (eliminate free hand if possible), erasures and writeovers eliminated. These figures should be moved closer to the center of each page to leave under margins on all four sides. The vertical line next to FIG. 7A and 7B should be removed.

Mr. Eyreick Williamson  
CARVER SKATEBOARDS, INC.  
July 20, 2001  
Page 2

CHRISTIE  
PARKER  
& HALE  
LLP

If there are any questions, please call.

Sincerely,



Richard J. Ward, Jr.

RJW/clb  
Enclosures

cc: Jeff Paynton-w/encls.  
Theodore J. Fogliani, Esq. - w/o encl.

CLB PAS348737.1-\* 7/20/01 1:24 PM

# **Exhibit 13**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231  
[www.uspto.gov](http://www.uspto.gov)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179

23363            7590            05/02/2002  
**CHRISTIE, PARKER & HALE, LLP**  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CA 91105

[REDACTED] EXAMINER

MAR, MICHAEL Y

[REDACTED] ART UNIT [REDACTED] PAPER NUMBER

3618

DATE MAILED: 05/02/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	Application No. 09/801,536	Applicant(s) Neil Stratton
	Examiner Michael Mar	Art Unit 3618

*-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --*

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE One MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1)  Responsive to communication(s) filed on \_\_\_\_\_
- 2a)  This action is FINAL.      2b)  This action is non-final.
- 3)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

**Disposition of Claims**

- 4)  Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above, claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5)  Claim(s) \_\_\_\_\_ is/are allowed.
- 6)  Claim(s) \_\_\_\_\_ is/are rejected.
- 7)  Claim(s) \_\_\_\_\_ is/are objected to.
- 8)  Claims 1-22 are subject to restriction and/or election requirement.

**Application Papers**

- 9)  The specification is objected to by the Examiner.
- 10)  The drawing(s) filed on \_\_\_\_\_ is/are objected to by the Examiner.
- 11)  The proposed drawing correction filed on \_\_\_\_\_ is: a)  approved b)  disapproved.
- 12)  The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. § 119**

- 13)  Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).

a)  All b)  Some\* c)  None of:

1.  Certified copies of the priority documents have been received.
2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3.  Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\*See the attached detailed Office action for a list of the certified copies not received.

- 14)  Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

**Attachment(s)**

- |  |  |
|--|--|
| 15) <input type="checkbox"/> Notice of References Cited (PTO-892)                              | 18) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). _____  |
| 16) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-848)          | 19) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 17) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s). _____ | 20) <input type="checkbox"/> Other: _____                                    |

Art Unit: 3618

**DETAILED ACTION**

1. This application contains claims directed to the following patentably distinct species of the claimed invention:

I. Figs. 1-7

II. Fig. 8

Applicant is required under 35 U.S.C. 121 to elect a single disclosed species for prosecution on the merits to which the claims shall be restricted if no generic claim is finally held to be allowable.

Applicant is advised that a reply to this requirement must include an identification of the species that is elected consonant with this requirement, and a listing of all claims readable thereon, including any claims subsequently added. An argument that a claim is allowable or that all claims are generic is considered nonresponsive unless accompanied by an election.

Upon the allowance of a generic claim, applicant will be entitled to consideration of claims to additional species which are written in dependent form or otherwise include all the limitations of an allowed generic claim as provided by 37 CFR 1.141. If claims are added after the election, applicant must indicate which are readable upon the elected species. MPEP § 809.02(a).

Should applicant traverse on the ground that the species are not patentably distinct, applicant should submit evidence or identify such evidence now of record showing the species to be obvious variants or clearly admit on the record that this is the case. In either instance, if the

Art Unit: 3618

examiner finds one of the inventions unpatentable over the prior art, the evidence or admission may be used in a rejection under 35 U.S.C. 103(a) of the other invention.

2. The Group and/or Art Unit location of your application in the PTO has changed. To aid in correlating any papers for this application, all further correspondence regarding this application should be directed to *Group Art Unit 3618*.
3. Any response to this action should be mailed to:

Assistant Commissioner for Patents

Washington, D.C. 20231

or faxed to:

(703) 308-2571

(for formal communications intended be entered)

(all informal communications should be labeled "PROPOSED" OR "DRAFT")

or hand delivered to:

Crystal Park 5, 2451 Crystal Drive, Arlington, Virginia 22202

Seventh Floor(receptionist)

Art Unit: 3618

4. Any inquiry concerning this communication should be directed to Michael Mar at telephone number (703) 308-2087 between the hours of 10:00 AM and 7:00 PM, Monday-Friday or by e-mail at: [michael.mar@uspto.gov](mailto:michael.mar@uspto.gov).

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

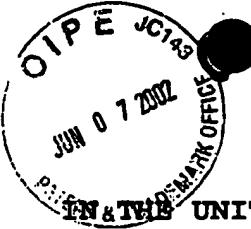
*Michael Mar*  
**MICHAEL MAR**

**Primary Examiner**

M.Mar

April 30, 2002

# **Exhibit 14**



PATENT  
Copy  
CJ

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231 on May 31, 2002.

Richard J. Ward, Jr.  
Richard J. Ward, Jr.

Applicant : Neil Stratton  
Application No. : 09/801,536  
Filed : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
  
Grp./Div. : 3618  
Examiner : Mar, Michael Y.  
  
Docket No. : 37197/RJW/A524

RECEIVED  
JUN 12 2002  
GROUP 3600

AMENDMENT & RESPONSE

Assistant Commissioner for Patents  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068  
May 31, 2002

Commissioner:

In response to the Office action of May 2, 2002, applicant provisionally elects, for examination, claims 1-14, the claims directed to a skateboard truck. The Office Action requires an election of species between I, Figs. 1-7 and II, Fig. 8.

However, the examiner's attention is directed to the claims of the application. Claims 1-14 are directed to a skateboard incorporating the trucks of Figs. 1-6 and 8. The skateboard is shown in Figs. 7B and 7D.

An election between the claims directed to a skateboard truck and claims directed to a skateboard would appear to be more appropriate. Thus, applicant provisionally elects claims 1-14 with traverse pending further clarification by the examiner.

Please amend the above-identified application as follows:

In the Claims:

Amend claim 1.

1. (Amended) A skateboard truck comprising:

a swivel member adapted to be pivotally attached to the underside of the skateboard about a first skateboard pivot axis;

an axle having a pair of wheels mounted at opposite ends thereof, the axle being coupled to the swivel member by a support member secured to the midpoint of the axle; and

a resilient sleeve circumferentially disposed about the support member for providing a second skateboard pivot axis relative to the axle, the swivel and sleeve being ganged together to provide pivoting of the front end of the skateboard in two degrees of freedom.

2. The skateboard truck of claim 1, wherein the swivel member is attached to the underside of the skateboard about a base having an inclined bearing surface perpendicular to the first pivot axis.

3. The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard's plane.

4. The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

5. The skateboard truck of claim 4, wherein the first pivot axis is inclined relative the second pivot axis at an angle ranging from about 130° to about 160°.

6. The skateboard truck of claim 2 further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the swivel member for limiting rotational movement of the swivel member relative to the base and biasing the swivel member

towards a position aligned with the longitudinal axis of the skateboard.

7. The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

8. A skateboard truck comprising:  
a base attachable to the underside of a skateboard;  
an arm carried by the base and rotatable relative to the base about a first axis;  
an axle having a pair of wheels mounted at opposite ends thereof, the axle being carried by the arm and rotatable relative to the arm about a second axis; and  
a coupling operatively connected between the base and the arm;  
whereby the first and second axes provide pivoting of the front end of the skateboard in two dimensions.

9. The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface perpendicular to the second pivot axis.

10. The skateboard truck of claim 9, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard's plane.

11. The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

12. The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging from about 130° to about 160°.

13. The skateboard truck of claim 8, wherein the coupling is a spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. The skateboard truck of claim 13, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

15. A skateboard comprising:

an elongated board;

a first truck detachably mounted to underside of the rear of the board, the first truck having a rear axle pivotally coupled to the board about a longitudinal axis; and

a second truck detachably mounted to the underside of the front of the board wherein the second truck comprises:

a base attachable to the underside of the board;

an arm carried by the base and rotatable relative to the base about a first axis;

an axle having a pair of wheels mounted at opposite ends thereof, the axle being carried by the arm and rotatable relative to the arm about a second axis; and

a coupling operatively connected between the base and the arm;

whereby the first and second axes provide pivoting of the skateboard in two dimensions.

16. The skateboard of claim 15, wherein the base comprises an inclined bearing surface perpendicular to the second pivot axis.

17. The skateboard of claim 16, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard's plane.

18. The skateboard of claim 17, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

19. The skateboard of claim 18, wherein the second axis is inclined relative the first pivot axis at an angle ranging from about 130° to about 160°.

20. The skateboard of claim 15, wherein the coupling is a spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

21. The skateboard of claim 15, wherein the first truck traces a first sinusoidal path, while the second trucks traces a second sinusoidal path that weaves over the first path such that the first truck becomes a point of reference from which the second truck may pivot, causing the front nose of the skateboard to move from side-to-side about the point of reference and enabling the skateboard to turn at a variable parabolic rate.

22. The skateboard of claim 15, wherein the inclined bearing surface facilitates secondary torquing on the arm, in addition to a torque created by a rider shifting weight from side to side, enabling the rider to navigate the skateboard with increased control.

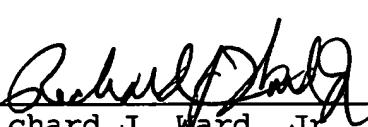
**REMARKS**

The examiner is requested to call applicant's attorney if this will expedite the further handling of the application. Attached hereto is a marked-up version of the changes made to claim 1 by the current amendment. The attached page is captioned "Version with markings to show changes made."

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

By

  
Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

RJW/clb



VERSION WITH MARKINGS TO SHOW CHANGES MADE

1. (Amended) A skateboard truck comprising:

a swivel member adapted to be pivotally attached to the underside of the skateboard about a first skateboard pivot axis;

an axle having a pair of wheels mounted at opposite ends thereof, the axle being coupled to the swivel member by a support member secured to the midpoint of the axle; and

a resilient sleeve circumferentially disposed about the support member for providing a second skateboard pivot axis relative to the axle, the swivel and [bushing] sleeve being ganged together to provide pivoting of the front end of the skateboard in two degrees of freedom.

CLB PAS438490.1--5/30/02 4:23 PM

RECF  
JUN 12 2002

GROUP 300



G A U 3618

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
AMENDMENT TRANSMITTAL LETTER

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231 on May 31, 2002.

Richard J. Ward, Jr.

Applicant : Neil Stratton  
Application No. : 09/801,536  
Filed : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
Grp./Div. : 3618  
Examiner : Mar, Michael Y.  
Docket No. : 37197/RJW/A524

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JUN 12 2002

GROUP 3600

Assistant Commissioner for Patents  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068  
May 31, 2002

Enclosed is an amendment to the above-identified application.

CLAIMS AS AMENDED											
	Claims Remaining After Amendment	Highest Number Paid For	Number Extra Claims	Small Entity Rate	Large Entity Rate	FEE					
Total Claims Fee	22	* 22		x \$9.00	x \$18.00	-0-					
Independent Claims	3	** 3		x \$42.00	x \$84.00	-0-					
Multiple Dependent Claims ***				\$140.00	\$280.00	-0-					
TOTAL FILING FEE						\$					
NO ADDITIONAL FEE REQUIRED ****	IF NO FEE REQUIRED, INSERT "0"					"0"					
LIST INDEPENDENT CLAIMS: 1, 8, 15											
* IF HIGHEST NUMBER PREVIOUSLY PAID FOR IS 20 OR LESS, WRITE "20" IN COLUMN 3 ** IF HIGHEST NUMBER PREVIOUSLY PAID FOR IS 3 OR LESS, WRITE "3" IN COLUMN 3 *** PAY THIS FEE ONLY WHEN MULTIPLE DEPENDENT CLAIMS ARE ADDED FOR THE FIRST TIME **** IF NO FEE REQUIRED, ADDRESS ENVELOPE TO "BOX NON FEE AMENDMENTS"											

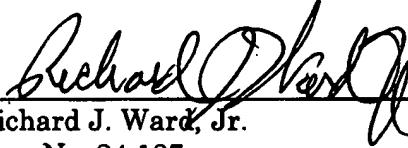
- Attached is our check for \$ to pay the fees calculated above.
- A Petition for Extension of Time and the required fee are enclosed.
- Other enclosures:

**Amendment Transmittal Letter  
Application No. 09/801,536**

The Commissioner is hereby authorized to charge any fees under 37 CFR 1.16 and 1.17 which may be required by or to give effect to this paper to Deposit Account No. 03-1728. Please show our docket number with any charge or credit to our Deposit Account. **A copy of this letter is enclosed.**

Respectfully submitted,

**CHRISTIE, PARKER & HALE, LLP**

By   
Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

RJW/clb  
CLB PAS438527.1--5/30/02 4:35 PM

# **Exhibit 15**



UNITED STATES PATENT AND TRADEMARK OFFICE

ST  
UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231  
[www.uspto.gov](http://www.uspto.gov)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/AS24	7179

23363 7590 07/22/2002

CHRISTIE, PARKER & HALE, LLP  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CA 91105

EXAMINER

MAR, MICHAEL Y

ART UNIT	PAPER NUMBER
3618	

DATE MAILED: 07/22/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

Application No. 09/801,538	Applicant(s) Neil Stratton
Examiner Michael Mar	Art Unit 3618

— The MAILING DATE of this communication appears on the cover sheet with the correspondence address —

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE Three MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1)  Responsive to communication(s) filed on \_\_\_\_\_.
- 2a)  This action is FINAL.      2b)  This action is non-final.
- 3)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.
- Disposition of Claims
- 4)  Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above, claim(s) 15-22 is/are withdrawn from consideration.
- 5)  Claim(s) \_\_\_\_\_ is/are allowed.
- 6)  Claim(s) 1-14 is/are rejected.
- 7)  Claim(s) \_\_\_\_\_ is/are objected to.
- 8)  Claims \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9)  The specification is objected to by the Examiner.
- 10)  The drawing(s) filed on \_\_\_\_\_ is/are a)  accepted or b)  objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11)  The proposed drawing correction filed on \_\_\_\_\_ is: a)  approved b)  disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12)  The oath or declaration is objected to by the Examiner.

### Priority under 35 U.S.C. §§ 119 and 120

- 13)  Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)  All b)  Some\* c)  None of:

- Certified copies of the priority documents have been received.
- Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
- Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\*See the attached detailed Office action for a list of the certified copies not received.

- 14)  Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).  
a)  The translation of the foreign language provisional application has been received.
- 15)  Acknowledgement is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

### Attachment(s)

- 1)  Notice of References Cited (PTO-892)      4)  Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 2)  Notice of Draftsperson's Patent Drawing Review (PTO-948)      5)  Notice of Informal Patent Application (PTO-152)
- 3)  Information Disclosure Statement(s) (PTO-1448) Paper No(s). 6      6)  Other: \_\_\_\_\_

Art Unit: 3618

**DETAILED ACTION**

1. Claims 15-22 are withdrawn from further consideration pursuant to 37 CFR 1.142(b) as being drawn to a nonelected invention, there being no allowable generic or linking claim. Election was made without traverse in Paper No. 7.
2. In the specification, page 4, line 13, there is a double recitation of "of the".

*Claim Rejections - 35 USC § 112*

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claims 1-7 and 9-11 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In claim 1, there is no antecedent basis for "the skateboard" in line 3, "the swivel" in line 9, and "the front end" in line 10. In claim 1, the recitation "in two degrees of freedom" is unclear as to whether it means movement about two different axes or a range of pivotal movement of two degrees. In claims 3 and 4, the recitation "the skateboard's plane" is vague and unclear since the plane has not been defined. In claim 9, line 2, the recitation "inclined bearing surface

Art Unit: 3618

perpendicular to the second pivot axis" in incorrect because the inclined bearing surface is actually perpendicular to the first pivot axis.

*Claim Rejections - 35 USC § 102*

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

6. Claims 1 and 8 are rejected under 35 U.S.C. 102(b) as being anticipated by Pracas 5,522,620.

Pracas discloses a skateboard truck comprising a swivel member 12 adapted to be attached to the underside of a skateboard by a pivot member 16 for pivotal movement about a first pivot axis, an axle 84 having a pair of wheels mounted at opposite ends of the axle, a support member 84 for attaching the axle to the swivel member, and a resilient sleeve circumferentially disposed about the support member. The axle is pivotal about a second axis relative to the swivel member. The axle is thus pivotable relative to the skateboard about two different axes.

*Claim Rejections - 35 USC § 103*

Art Unit: 3618

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 2-5 and 9-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pracas 5,522,620.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide the base with an inclined surface for mounting the swivel member thereto in order to enhance the centering effect of the truck assembly.

9. Claims 6, 7, 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pracas 5,522,620 as applied to claims 2 and 8 above, and further in view of Boardman 565,718.

Boardman teaches the old and well known use of a centering mechanism on a steering assembly. The centering mechanism includes a swivel member G, a linkage member G' biased by a compression spring E into engagement with the swivel member, and a bolt E3 received through a threaded aperture in a plate C4. The biasing force exerted upon the linkage is adjusted by rotation of the bolt.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide the swivel member of Pracas with a centering mechanism as taught by Boardman

Art Unit: 3618

in order to provide the skateboard with the ability to move in a straight direction when steering forces by a user are not exerted upon the skateboard.

10. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. They all teach the use a skateboard truck assembly in which an axle is movable about two distant axes relative to a skateboard platform.

11. To aid in correlating any papers for this application, all further correspondence regarding this application should be directed to *Group Art Unit 3618*.

12. Any response to this action should be mailed to:

Assistant Commissioner for Patents

Washington, D.C. 20231

or faxed to:

(703) 308-2571

(for formal communications intended be entered)

(all informal communications should be labeled "PROPOSED" OR "DRAFT")

Art Unit: 3618

**or hand delivered to:**

**Crystal Park 5, 2451 Crystal Drive, Arlington, Virginia 22202**

**Seventh Floor(receptionist)**

13. Any inquiry concerning this communication should be directed to Michael Mar at telephone number (703) 308-2087 between the hours of 10:00 AM and 7:00 PM, Monday-Friday or by e-mail at: [michael.mar@uspto.gov](mailto:michael.mar@uspto.gov).

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.



**MICHAEL MAR**

**Primary Examiner**

M.Mar

July 12, 2002

**Notice of References Cited**Application/Control No.  
09/801,536Applicant(s)/Patent Under Reexam  
Neil Stratton

Examiner

Michael Mar

Art Unit

3618

Page 1 of 1

**U.S. PATENT DOCUMENTS**

	Document Number Country Code-Number-Kind Code	Date MM-YYYY <sup>1</sup>	Name	Classification <sup>2</sup>	
A	585,718	8/1896	Boardman	280	291
B	6,318,739	11/2001	Fehn, Jr.	280	87.042
C	4,176,850	12/1979	Johnson	280	87.042
D	5,868,408	2/1999	Miller	280	87.042
E	4,645,223	2/1987	Grossman	280	87.042
F	5,372,384	12/1994	Smith	280	842
G					
H					
I					
J					
K					
L					
M					

**FOREIGN PATENT DOCUMENTS**

	Document Number Country Code-Number-Kind Code	Date MM-YYYY <sup>1</sup>	Country	Name	Classification <sup>2</sup>
N					
O					
P					
Q					
R					
S					
T					

**NON-PATENT DOCUMENTS**

	Include, as applicable: Author, Title, Date, Publisher, Edition or Volume, Pertinent Pages
U	
V	
W	
X	

<sup>1</sup> A copy of this reference is not being furnished with this Office action. See MPEP § 707.05(a).<sup>1</sup> Dates in MM-YYYY format are publication dates.<sup>2</sup> Classifications may be U.S. or foreign.

MAY 17 2002  
U.S. PATENT & TRADEMARK OFFICE  
INFORMATION DISCLOSURE STATEMENT BY APPLICANT

FORM PTO/SB/08A/B (10-01) Substitute for PTO-1449A/B	Attorney Docket Number	37197/RJW/A524
(use as many sheets as necessary)		

Application Number	09/801,536
Filing Date	March 8, 2001
Applicant(s)	Neil Stratton
Group Art Unit	3611
Examiner Name	Not yet assigned

U.S. PATENT DOCUMENTS				
EXAMINER INITIALS	CITE NO. <sup>1</sup>	DOCUMENT NUMBER Number - kind code <sup>2</sup> . (If known)	PUBLICATION DATE MM-DD-YYYY	NAME OF PATENTEE
mm		3,649,038	03/14/1972	Huckenbeck
mm		4,061,350	12/06/1977	Schmidt, Jr., et al
mm		4,071,256	01/31/1978	Kimmell
mm		4,168,842	09/25/1979	Kimmell, et al
mm		5,522,620	06/04/1996	Pracas

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MAY 21 2002

FOREIGN PATENT DOCUMENTS					GROUP 3600
EXAMINER INITIALS	CITE NO. <sup>1</sup>	Foreign Patent Document Country Code <sup>3</sup> - Number <sup>4</sup> - Kind Code <sup>5</sup> (If known)	PUBLICATION DATE MM-DD-YYYY	NAME OF PATENTEE OR APPLICANT OF CITED DOCUMENT	T <sup>6</sup> (✓)

OTHER DOCUMENTS		
EXAMINER INITIALS	CITE NO. <sup>1</sup>	Include name of the author (in CAPITAL LETTERS), title of the article, title of the item (book, magazine, journal, serial, symposium, catalog, etc.), date, page(s), volume-issue number(s), publisher, city and/or country where published.

EXAMINER SIGNATURE	<i>Neil Stratton</i>	DATE CONSIDERED	7-11-02
--------------------	----------------------	--------------------	---------

EXAMINER: Initial if reference considered, whether or not citation is in conformance with MPEP 609; Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to applicant. <sup>1</sup>Applicant's unique citation designation number (optional). <sup>2</sup>See Kinds Codes of USPTO Patent Documents at www.pto.gov or MPEP 901.4. <sup>3</sup>Enter Office that issued the document, by the two-letter code (WIPO standard ST.3). <sup>4</sup>For Japanese patent documents, the indication of the year of the reign of the Emperor must precede the serial number of the patent document. <sup>5</sup>Kind of document by the appropriate symbols as indicated on the document under WIPO Standard ST.16 if possible. <sup>6</sup>Applicant is to place a check mark here if English Language Translation is attached.

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

RJW/clb

CLB PAS433600.1-5/7/02 2:05 PM

# **Exhibit 16**



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

**CHANGE OF ADDRESS/POWER OF ATTORNEY**

#9

FILE LOCATION 36C5 SERIAL NUMBER 09801536 PATENT NUMBER

THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 23363

THE PRACTITIONERS OF RECORD HAVE BEEN CHANGED TO CUSTOMER # 23363

THE FEE ADDRESS HAS BEEN CHANGED TO CUSTOMER # 23363

ON 07/24/02 THE ADDRESS OF RECORD FOR CUSTOMER NUMBER 23363 IS:

CHRISTIE, PARKER & HALE, LLP  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA CA 91105

AND THE PRACTITIONERS OF RECORD FOR CUSTOMER NUMBER 23363 ARE:

17968	19959	20356	20958	22134	22183	22653	22671	22994	24187
25312	25355	25373	28301	29371	29946	30831	31135	31953	32213
33485	34133	34849	35581	36045	36593	37208	38985	39559	39739
39759	39778	40285	41057	41159	41661	41886	42052	42419	42681
43693	43945	44257	44284	44548	44641	44816	46083	47317	47822
50517	50791	51304							

RECEIVED  
AUG 01 2002  
GROUP 3600

PTO INSTRUCTIONS: PLEASE TAKE THE FOLLOWING ACTION WHEN THE CORRESPONDENCE ADDRESS HAS BEEN CHANGED TO CUSTOMER NUMBER: RECORD, ON THE NEXT AVAILABLE CONTENTS LINE OF THE FILE JACKET, 'ADDRESS CHANGE TO CUSTOMER NUMBER'. LINE THROUGH THE OLD ADDRESS ON THE FILE JACKET LABEL AND ENTER ONLY THE 'CUSTOMER NUMBER' AS THE NEW ADDRESS. FILE THIS LETTER IN THE FILE JACKET. WHEN ABOVE CHANGES ARE ONLY TO FEE ADDRESS AND/OR PRACTITIONERS OF RECORD, FILE LETTER IN THE FILE JACKET.  
THIS FILE IS ASSIGNED TO GAU 3618.

# **Exhibit 17**

3618  
#10  
PATTEN  
WPD CO  
Attn:  
D



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Neil Stratton  
Application No. : 09/801,536  
Filed : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS  
  
Grp./Div. : 3618  
Examiner : Mar, Michael Y.  
  
Docket No. : 37197/RJW/A524

RECEIVED

AUG 29 2002

GROUP 3600

APPLICATION TO WITHDRAW AS ATTORNEYS OF RECORD  
IN PENDING APPLICATION

Assistant Commissioner for Patents  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068  
August 15, 2002

Commissioner:

The undersigned, for themselves and for all other persons appointed by Applicant in the Declaration and Power of Attorney executed on March 6, 2001, apply to withdraw as attorneys of record in the above-identified application. The undersigned have express authority and power to act for said other persons, as evidenced by the enclosed copy of a Reciprocal Authorization Re Withdrawal of Attorneys before the U.S. Patent Office and executed by the undersigned and all of said other persons.

Applicant and Mr. Eyreick Williamson, his employer at Carver Skateboard, Inc. have been advised of this withdrawal. Applicant and Mr. Williamson have also been given a copy of the outstanding Office action dated July 22, 2002, and has been informed that a response must be filed no later than January 22, 2003.

A copy of this Notice of Withdrawal as Attorneys of Record is being mailed to the Applicant and Mr. Williamson.

Please address all future correspondence to Carver Skateboards, Inc., 245 Turnbull Canyon Road, City of Industry, California 91745 to the attention of Mr. Eyreick Williamson, President.

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2900 Crystal Drive Arlington, VA 22202-3513 on:

Date of Deposit: 8/15/02

Carol S. Burgefield

**Application No. 09/801,536**

This request to withdraw is being submitted in triplicate (original plus two copies).

Respectfully submitted,

**CHRISTIE, PARKER & HALE, LLP**

By Richard J. Ward Reg. No. 29,946  
for Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

By Walter G. Maxwell  
Walter G. Maxwell  
Reg. No. 25,355  
626/795-9900

By LTR  
Lee T. Rahn  
Reg. No. 20,356  
626/795-9900

RJW/clb

Enclosures: Application to Withdraw (2 copies)  
Reciprocal Authorization Re Withdrawal...

cc: Neil Stratton  
Eyreick Williamson

CLB PAS454818.1--8/15/02 12:17 PM

(Rev. 12/2001)

THE UNITED STATES PATENT AND TRADEMARK OFFICE



RECIPROCAL AUTHORIZATION RE WITHDRAWAL OF ATTORNEYS  
UNDER 37 C.F.R. § 1.36

To facilitate and to enable the undersigned persons (each of whom is or has been associated with the firm Christie, Parker & Hale) to withdraw as attorneys of record in any matter before the Patent and Trademark Office in any patent, design patent or trademark matter in which any of the undersigned persons have been appointed as principal attorneys, each of the undersigned persons hereby authorizes and appoints any three (3) of the undersigned persons as agents and representatives in connection with the withdrawal as attorneys of record in any such matter, and to sign a request for leave to withdraw as attorneys of record in any such matter under 37 CFR § 1.36.

RECEIVED

AUG 29 2002

GROUP 3600

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C. Russell Hale  
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Reciprocal Authorization Re  
Withdrawal of Attorneys

Page 2

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Reciprocal Authorization Re  
Withdrawal of Attorneys

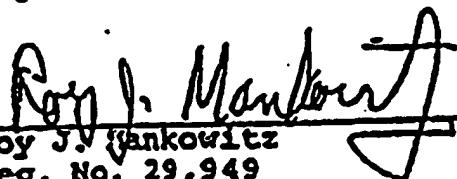
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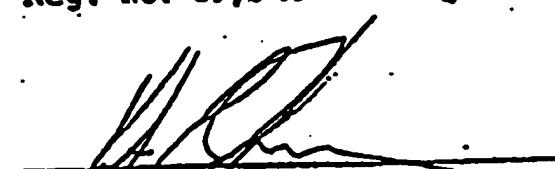


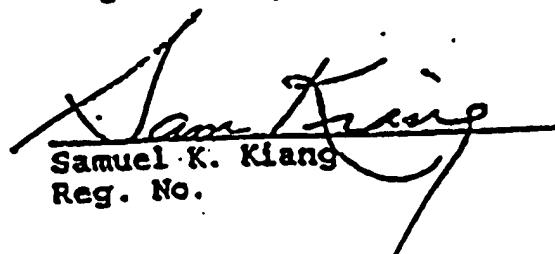
Marcia A. Devon  
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Joseph Z. Szabo  
Reg. No. 22,687

  
Roy J. Vankowitz  
Reg. No. 29,949

  
Keith L. Johnson  
Reg. No. 34,630

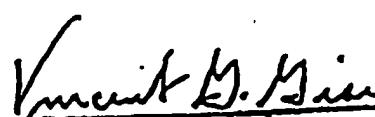
  
Samuel K. Kiang  
Reg. No.

  
Simon K. Lee  
Reg. No. 32,476

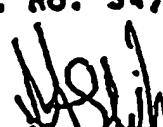
  
Grant T. Langton  
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David L. Hoffman

Reg. No. 32,469

  
Vincent G. Gioia  
Reg. No. 19,959

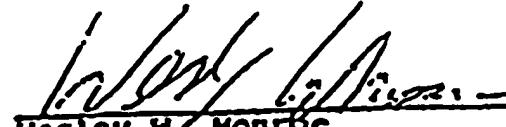
  
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Gregory S. Lampert  
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Reciprocal Authorization Re  
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Kathy Mojica  
Reg. No. 41,409

James E. Doroshow

James E. Doroshow

Gary S. Dukarich

Gary S. Dukarich

Daniel P. Kimball

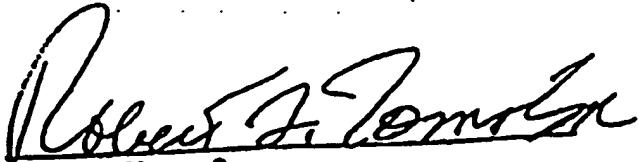
Daniel P. Kimball  
Reg. No. 34,849

Teresa W. Middlebrook

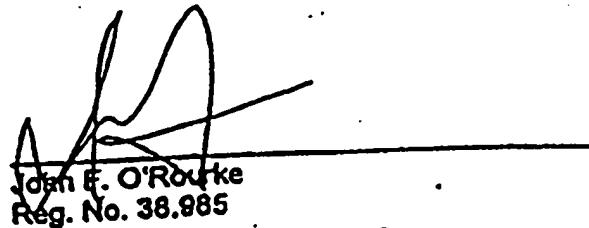
Teresa W. Middlebrook

Reciprocal Authorization Re  
Withdrawal of Attorneys

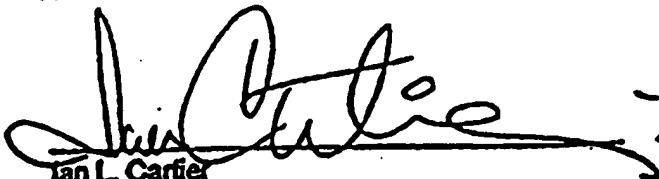
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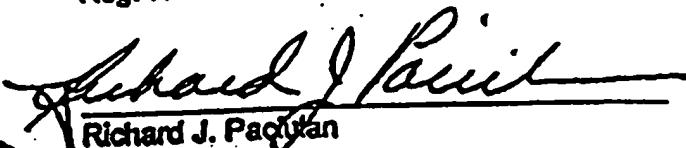
Robert L. Toms, Sr.



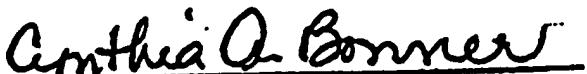
John F. O'Rourke  
Reg. No. 38,985



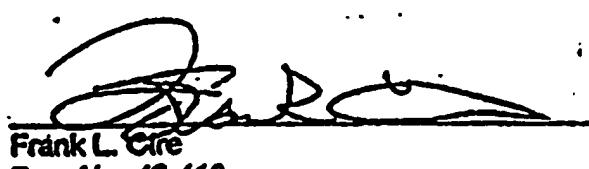
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Reg. No. 38,406



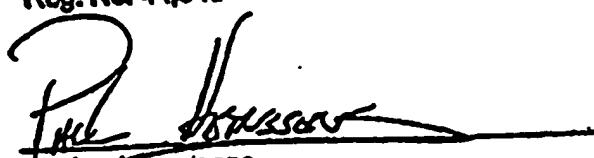
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Reg. No. 28,248



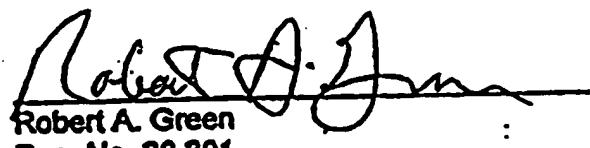
Cynthia A. Bonner  
Reg. No. 44,548



Frank L. Cire  
Reg. No. 42,419



Paul Heynssens  
Reg. No. 47,648



Robert A. Green  
Reg. No. 28,301



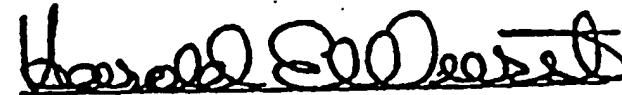
Marc A. Karish  
Reg. No. 44,816



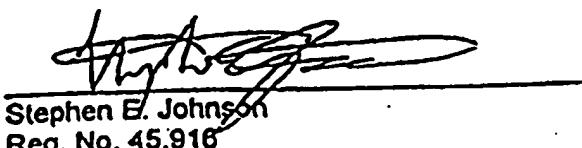
Alan M. Kindred



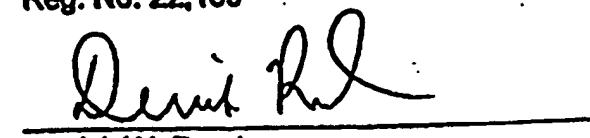
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Reg. No.



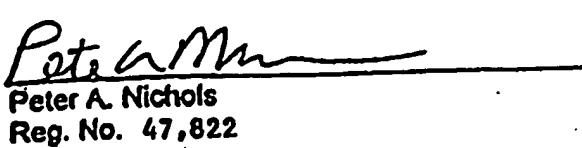
Harold E. Wurst  
Reg. No. 22,183



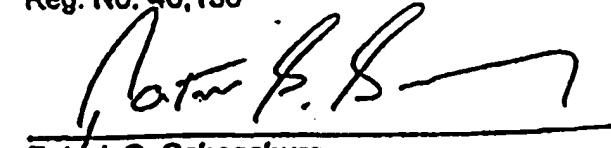
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Patrick S. Schoenburg

Reciprocal Authorization Re  
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RECIPROCAL AUTHORIZATION RE  
WITHDRAWAL OF ATTORNEYS

Page 9

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Reg. No.

Reg. No.

Reg. No.

Reg. No.

Reg. No.

# **Exhibit 18**

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LEROY T. RAHN  
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WILLIAM P. CHRISTIE  
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VINCENT G. GIOIA  
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WESLEY W. MONROE  
DAVID A. PLUMLEY  
GREGORY S. LAMPERT  
JAMES E. DOROSHOW  
MARK GARSCIA  
GRANT T. LANGTON  
SYED A. HASAN  
HAROLD E. WURST  
ROBERT A. GREEN  
HOWARD A. KROLL  
LAURENCE H. PRETTY  
ROBERT A. SCHROEDER  
RICHARD A. WALLEN  
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ANNE WANG  
DANIEL R. KIMBELL  
CONSTANTINE MARANTIDIS  
CRAIG A. GELFOUND  
DANIEL M. CAVANAGH  
GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE E. CHANG  
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CHARLES R. HALLORAN  
RAYMOND R. TABANDEH  
PAUL B. HEYNSENS  
GARY S. DUKARICH  
CYNTHIA A. BONNER, Ph.D.  
JOHN F. O'ROURKE\*

JUN-YOUNG E. JEON  
MARC A. KARISH  
PETER A. NICHOLS  
PATRICK S. SCHOENBURG  
STEPHEN D. BURBACH  
HEIDI L. EISENHUT  
LEIGH O. LINDER  
DAVID B. SANDELANDS, JR.  
W. CASEY WALLS  
BRIAN K. BROKEY  
NICHOLAS J. PAULEY  
MARK J. MARCELLI  
DAVID J. STEELE  
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TECHNICAL SPECIALISTS

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DAVID J. BAILEY

\*ADMITTED ONLY IN PA, DC  
\*\*ADMITTED ONLY IN MA

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

May 24, 2001

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TELEPHONE: (949) 476-0757  
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JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:40230

Mr. Jeff Paynton  
CARVER SKATEBOARDS  
15350 Proctor Avenue  
Suite A  
City of Industry, California 91745

**Re: Assignment of Application for the Mark CARVER, Serial No. 76/119,671;  
Filed August 29, 2000 in the name of Azcast Products, Inc.**

Dear Jeff:

In answer to the inquiry in your letter of May 23, 2001, the step that needs to be taken now with respect to the patent and trademark applications is for Azcast Products, Inc. to assign both applications to Carver Skateboard, Inc.

We can prepare the assignments as soon as you authorize it. I estimate the cost for preparing each assignment to be \$250.00 plus the recording fees to be paid to the Patent and Trademark Office. The recording fees are \$40.00 for a patent assignment and \$40.00 for a trademark assignment.

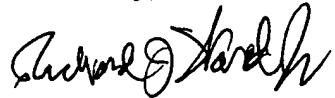
Naturally, we are reluctant to undertake any further work for Azcast/Carver because of the overdue receivable from your company in the amount of \$6,886.70. Of that amount, over \$6,000 has been due and owing for more than 90 days. Our unpaid statements date back to July 31, 2000. In our March meeting, you indicated that you would be addressing this situation. To date one payment of \$2,373.00 was received on March 19, 2001. I have also received promises from Eyerick Williamson on a number of occasions that the overdue amounts would be paid promptly and the account would be brought current.

Mr. Jeff Paynton  
CARVER SKATEBOARDS  
May 24, 2001  
Page 2

CHRISTIE  
PARKER  
& HALE  
LLP

I ask that this be done and that you send us a check covering the past due amounts, namely, \$6,886.70 together with your instructions with regard to the assignments.

Sincerely,



Richard J. Ward, Jr.

RJW/clb

cc: Theodore J. Fogliani, Esq.  
CLB PAS352913.1\*-5/24/01 6:05 PM

# **Exhibit 19**

2002 #11  
 Suppl Pet  
 to withdraw  
 PATENT Atty  
 D

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Neil Stratton  
 Application No. : 09/801,536  
 Filed : March 8, 2001  
 Title : TRUCK FOR SKATEBOARDS

Grp./Div. : 3618  
 Examiner : Mar, Michael Y.  
 Docket No. : 37197/RJW/A524

I hereby certify that this correspondence  
 is being sent via facsimile to the  
 Commissioner of Patents and Trademarks,  
 Washington, D.C. 20231  
 on November 7, 2002.

Carol L. Burchfield

CAROL L. BURCHFIELD RECEIVED

NOV 8 2002

**APPLICATION TO WITHDRAW AS ATTORNEYS OF RECORD GROUP 3600  
 IN PENDING APPLICATION**

Assistant Commissioner for Patents  
 Washington, D.C. 20231

Post Office Box 7068  
 Pasadena, CA 91109-7068  
 November 7, 2002

Commissioner:

The undersigned, for themselves and for all other persons appointed by Applicant in the Declaration and Power of Attorney executed on March 6, 2001, apply to withdraw as attorneys of record in the above-identified application. The undersigned have express authority and power to act for said other persons, as evidenced by the enclosed copy of a Reciprocal Authorization Re Withdrawal of Attorneys before the U.S. Patent Office and executed by the undersigned and all of said other persons. The grounds for the withdrawal are that the client has failed to pay a series of monthly bills rendered from July 31, 2000 to the present.

Applicant and Mr. Eyreick Williamson, his employer at Carver Skateboard, Inc. have been advised of this application for withdrawal. Applicant and Mr. Williamson have also been given a copy of the outstanding Office action dated July 22, 2002, and has been informed that a response must be filed no later than January 22, 2003. More than 60 days remain in which a petition for extension and payment of an extension fee can be made. MPEP 402.06.

A copy of this Notice of Withdrawal as Attorneys of Record has been mailed to the Applicant and Mr. Williamson. Approval of a permissive withdrawal under provisions of 37 CFR 10.40 (c) (vi) is respectfully requested.

**Application No. 09/801,536**

Please address all future correspondence to Carver Skateboards, Inc., 245 Turnbull Canyon Road, City of Industry, California 91745 to the attention of Mr. Eyreick Williamson, President.

This request to withdraw is being submitted in triplicate (original plus two copies).

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

By Richard J. Ward Jr.  
Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

By Walter G. Maxwell  
Walter G. Maxwell  
Reg. No. 25,355  
626/795-9900

By Leroy T. Rahn  
LeRoy T. Rahn  
Reg. No. 20,356  
626/795-9900

RJW/clb

Enclosures: Application to Withdraw (2 copies)  
Reciprocal Authorization Re Withdrawal...

cc: Neil Stratton  
Eyreick Williamson

CLB PAS471761.1-11/7/02 11:58 AM

**facsimile  
TRANSMITTAL**

Date: November 7, 2002  
No. of Pages: 3 (including this cover sheet)  
Fax No: (703)898-2421  
**605-0586**

**PLEASE DELIVER THE FOLLOWING PAGES IMMEDIATELY TO:**

Name: SPRE - Randolph Reese  
Art Unit: 3618  
Examiner: Michael Y. Mar  
Phone:  
From: Richard J. Ward, Jr.  
Reg. No. 24,187  
Re: Application No. 09/801,536; Filed 3/8/2001  
Entitled Truck for Skateboards  
File: 37197/RJW/A524

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NOV 8 2002

GPO 3600

I HEREBY CERTIFY THAT THIS PAPER IS BEING FACSIMILE TRANSMITTED TO THE  
PATENT AND TRADEMARK OFFICE ON November 7, 2002.

Carol L. Burchfield  
Carol L. Burchfield

**For Office Services Use Only  
Return to Carol Burchfield**

**Christie, Parker & Hale, LLP**  
350 West Colorado Boulevard  
Post Office Box 7068  
Pasadena, CA 91109-7068  
626-795-9900  
Fax: 626-577-8800

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# **Exhibit 20**

# 12  
DW

Commissioner for Patents  
Washington, DC 20231  
www.uspto.gov

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524

**CONFIRMATION NO. 7179**

23363  
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 350 WEST COLORADO BOULEVARD  
 SUITE 500  
 PASADENA, CA 91105



\*OC00000009091412\*

Date Mailed: 11/12/2002

**NOTICE REGARDING CHANGE OF POWER OF ATTORNEY**

This is in response to the Power of Attorney filed 11/08/2002.

- The withdrawal as attorney in this application has been accepted. Future correspondence will be mailed to the new address of record. 37 CFR 1.33.

Donna E. Wildermuth  
 DONNA E WILDERMUTH  
 3600 (703) 308-1134

OFFICE COPY

# **Exhibit 21**

D. BRUCE PROUT  
RICHARD J. WARD, JR.  
LeROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIANKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GREGORY S. LAMPERT  
MARK GARCIA  
SYED A. HASAN  
HAROLD E. WURST  
ROBERT A. GREEN  
HOWARD A. KROLL  
LAURENCE H. PRETTY  
ROBERT A. SCHROEDER  
RICHARD A. WALLEN  
MICHAEL J. MACDERMOTT  
ANNE WANG  
CONSTANTINE MARANTIDIS  
DANIEL R. KIMBELL  
DANIEL M. CAVANAGH  
GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE E. CHANG  
JOEL A. KAUTH  
PATRICK Y. IKEHARA  
CHARLES R. HALLORAN  
RAYMOND R. TABANDEH  
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JAMES M. COLLISON  
TOM H. DAO  
FRANK L. CIRE  
RODNEY V. WARFFORD  
STEPHEN M. LOBBIN  
DAVID J. BAILEY\*\*  
KEVIN K. LEUNG  
ROSE A. HICKMAN  
KSENYA MEDVEDEV

OF COUNSEL

R. WILLIAM JOHNSTON  
HAYDEN A. CARNEY  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
THERESA W. MIDDLEBROOK  
RICHARD J. PACIULAN\*\*\*  
ALAN M. KINORED  
RICHARD A. CLEGG  
MICHAEL B. FARBER

TECHNICAL SPECIALISTS

ULESES C. HENDERSON, JR.  
ANDREW G. INGRAM  
OLIVER S. BAJRACHARYA  
BRIAN WACTER

\*ADMITTED ONLY IN TX  
\*\*ADMITTED ONLY IN NY  
\*\*\*ADMITTED ONLY IN MA

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

November 25, 2002

PASADENA OFFICE

350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
POST OFFICE BOX 7088  
PASADENA, CALIFORNIA 91109-7068  
TELEPHONE: (626) 795-9900  
FACSIMILE: (626) 577-8800  
E-MAIL: info@cph.com

ORANGE COUNTY OFFICE

3501 JAMBOREE ROAD  
SUITE 6000  
NEWPORT BEACH, CALIFORNIA 92660  
TELEPHONE: (949) 476-0757  
FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:37197

Mr. Eyreick Williamson, President  
CARVER SKATEBOARDS, INC.  
245 Turnbull Canyon Road  
City of Industry, CA 91745

Re: U.S. Patent Application Entitled TRUCK FOR SKATEBOARD, Serial No. 09/801,536; Filed March 8, 2001

Dear Eyreick:

Enclosed is a copy of a Notice Regarding Change of Power of Attorney dated November 12, 2002 from the Patent and Trademark Office. The withdrawal of Christie, Parker & Hale, LLP as attorneys of record in this application has now been officially accepted.

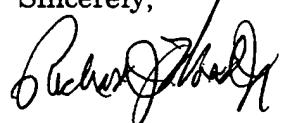
Further prosecution of this application is now solely your responsibility and that of Neil Stratton. You have until January 22, 2003 to respond to the Office Action that was mailed to you on August 9, 2002. Monthly extension of time fees are required after October 22, 2002. If you do not respond by the deadline date of January 22, 2003, your application will become abandoned.

Mr. Eyreick Williamson, President  
CARVER SKATEBOARDS, INC.  
November 25, 2002  
Page 2

CHRISTIE  
PARKER  
& HALE  
LLP

Also enclosed is a Supplemental Petition to Withdraw that was faxed to the Patent and Trademark Office on November 7, 2002. It expressly stated that the grounds for withdrawal were that the applicant and Mr. Eyreick Williamson failed to pay our bills.

Sincerely,



Richard J. Ward, Jr.

RJW/clb  
Enclosure

cc: Neil Stratton-w/encls.  
Theodore J. Fogliani, Esq.-w/o encls.  
Guillermo Medrano-w/o encls.

CLB PAS475064.1-\* 11/25/02 2:53 PM

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Neil Stratton  
Application No. : 09/801,536  
Filed : March 8, 2001  
Title : TRUCK FOR SKATEBOARDS

Grp./Div. : 3618  
Examiner : Mar, Michael Y.

Docket No. : 37197/RJW/A524

I hereby certify that this correspondence  
is being sent via facsimile to the  
Commissioner of Patents and Trademarks,  
Washington, D.C. 20231  
on November 7, 2002.

Carol L. Burchfield

CAROL L. BURCHFIELD

**APPLICATION TO WITHDRAW AS ATTORNEYS OF RECORD  
IN PENDING APPLICATION**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068  
November 7, 2002

Commissioner:

The undersigned, for themselves and for all other persons appointed by Applicant in the Declaration and Power of Attorney executed on March 6, 2001, apply to withdraw as attorneys of record in the above-identified application. The undersigned have express authority and power to act for said other persons, as evidenced by the enclosed copy of a Reciprocal Authorization Re Withdrawal of Attorneys before the U.S. Patent Office and executed by the undersigned and all of said other persons. The grounds for the withdrawal are that the client has failed to pay a series of monthly bills rendered from July 31, 2000 to the present.

Applicant and Mr. Eyreick Williamson, his employer at Carver Skateboard, Inc. have been advised of this application for withdrawal. Applicant and Mr. Williamson have also been given a copy of the outstanding Office action dated July 22, 2002, and has been informed that a response must be filed no later than January 22, 2003. More than 60 days remain in which a petition for extension and payment of an extension fee can be made. MPEP 402.06.

A copy of this Notice of Withdrawal as Attorneys of Record has been mailed to the Applicant and Mr. Williamson. Approval of a permissive withdrawal under provisions of 37 CFR 10.40 (c) (vi) is respectfully requested.

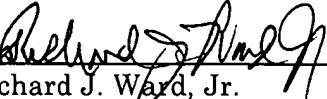
**Application No. 09/801,536**

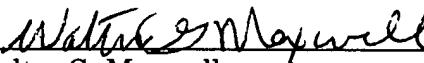
Please address all future correspondence to Carver Skateboards, Inc., 245 Turnbull Canyon Road, City of Industry, California 91745 to the attention of Mr. Eyreick Williamson, President.

This request to withdraw is being submitted in triplicate (original plus two copies).

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

By   
Richard J. Ward, Jr.  
Reg. No. 24,187  
626/795-9900

By   
Walter G. Maxwell  
Reg. No. 25,355  
626/795-9900

By   
LeRoy T. Rahn  
Reg. No. 20,356  
626/795-9900

RJW/clb

Enclosures: Application to Withdraw (2 copies)  
Reciprocal Authorization Re Withdrawal...

cc: Neil Stratton  
Eyreick Williamson

CLB PAS471761.1--11/7/02 11:58 AM

# **Exhibit 22**

ORIGINAL

1 Howard A. Kroll, California Bar No. 100981  
2 Rose A. Hickman, California Bar No. 217618  
3 CHRISTIE, PARKER & HALE, LLP  
4 350 West Colorado Boulevard, Suite 500  
5 Post Office Box 7068  
6 Pasadena, California 91109-7068  
(626) 795-9900 - ph.  
(626) 577-8800 - fax

7  
8 Attorneys for Plaintiff  
9 CHRISTIE, PARKER & HALE, LLP  
10

FILED  
LOS ANGELES SUPERIOR COURT

JUL 10 2003

BY

DEPUTY

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES  
14 NORTHEAST DISTRICT (PASADENA)

15 03C01960

16 CHRISTIE, PARKER & HALE, LLP, a ) Case No.  
17 California limited liability partnership, )  
18 Plaintiff, ) COMPLAINT FOR BREACH OF  
19 vs. ) CONTRACT; COMMON COUNT FOR  
20 CARVER SKATEBOARDS, INC., a ) WORK, LABOR AND SERVICES;  
21 California corporation, f/k/a AZCAST ) COMMON COUNT FOR ACCOUNT  
22 PRODUCTS, INC., a California corporation, ) STATED; COMMON COUNT FOR  
23 Defendant. ) QUANTUM MERUIT; COMMON  
24 ) COUNT FOR MONEY PAID  
25 ) AMOUNT DEMANDED EXCEEDS  
26 ) \$10,000  
27 )  
28 )

Plaintiff alleges:

29 GENERAL ALLEGATIONS

30 Common to All Causes of Action

31 1. Plaintiff CHRISTIE, PARKER & HALE, LLP ("CPH") is, and at all times  
32 mentioned was, a limited liability partnership duly organized and existing under the laws of the  
33 State of California, with its principal place of business in Los Angeles County, California, in which  
34 its partners are attorneys at law, duly admitted to practice in the State of California.

35 2. CPH is informed and believes, and on that basis alleges, that Defendant CARVER  
36 SKATEBOARDS, INC. ("Defendant") is, and since June 28, 2001 was, a corporation duly  
37  
38

1 organized and existing under the laws of the State of California, with its principal place of business  
2 in City of Industry, California. CPH was informed by Defendant, and on that basis alleges, that  
3 Defendant was formerly known as AZCAST PRODUCTS, INC. ("AZCAST") and CPH was  
4 instructed by Defendant to direct all correspondence and payment requests originally addressed to  
5 AZCAST to Defendant. On information and belief at all times relevant to this lawsuit at least until  
6 June 28, 2001, AZCAST was a corporation organized and existing under the laws of the State of  
7 California, with its principal place of business in City of Industry, California.

8       3. On January 2, 2003, Defendant was notified of its right to arbitrate this matter in  
9 accordance with sections 6200-6206 of the California Business and Professions Code. A copy of  
10 the Notice is attached as Exhibit A to this Complaint. More than thirty days have now passed since  
11 Defendant's receipt of the Notice, and its right to arbitrate under the California Business and  
12 Professions Code has now expired.

## **FIRST CAUSE OF ACTION**

### **(Breach of Contract)**

15        4. CPH refers to and incorporates the allegations set forth in Paragraphs 1 through 3,  
16 inclusive, of this Complaint.

17        5.     In or about June 1998, Defendant asked CPH to represent it in various intellectual  
18     property matters, including patent and trademark prosecution.

19        6. On or about July 16, 1998, CPH sent a Representation Agreement to Defendant,  
20 setting forth its standard fees and conditions for performing the services requested by Defendant.  
21 A copy of the Representation Agreement is attached as Exhibit B. Between about June 1998 and  
22 September 2002, at the instance and request of Defendant, CPH assisted in the preparation and  
23 review of the matters described above. It was fully and clearly understood by Defendant that CPH  
24 would be compensated for its costs and services by Defendant according to the conditions and fees  
25 set forth in the Representation Agreement.

26        7.      CPH has fully performed all acts, services, and conditions required by the Contract  
27 by competently and efficiently prosecuting and asserting Defendant's intellectual property rights  
28 in the matters mentioned above.

1        8. In rendering such services requested by Defendant, Defendant has become indebted  
2 to CPH for the sum of \$11,817.19 for services rendered and costs incurred on behalf of Defendant,  
3 leaving a balance due, owed, and unpaid from Defendant to CPH in the amount of \$11,817.19.  
4 Copies of the invoices sent to Defendant are attached as Exhibit C to this Complaint.

5           9. Defendant has materially breached its obligation under the Implied-In-Fact Contract  
6 by failing and refusing to pay the amount due for legal services rendered and costs incurred in  
7 accordance with the terms of the Contract.

8           10. As a result of Defendant's breach of Contract, CPH has suffered damages to the  
9 extent of \$11,817.19, there is now due, owing, and unpaid from Defendant to CPH the sum of  
10 \$11,817.19, plus interest at a rate of 10 percent per annum, according to Cal. Civ. Code §§ 3287(a)  
11 and 3289(b).

## **SECOND CAUSE OF ACTION**

### **(Common Count for Work, Labor and Services)**

14           11. CPH refers to and incorporates the allegations set forth in Paragraphs 1 through 3,  
15 inclusive, of this Complaint.

16        12. Between about June 1998 and September 2002, Defendant has become indebted  
17 to CPH for the sum of \$11,817.19 for services rendered and costs incurred on behalf of Defendant,  
18 leaving a balance due, owed, and unpaid from Defendant to CPH in the amount of \$11,817.19.  
19 Copies of the invoices sent to Defendant are attached as Exhibit C to this Complaint.

20           13. Defendant has failed and refused, and continues to fail and refuse, to pay the balance  
21 owed, and there is now due, owing, and unpaid from Defendant to CPH the sum of \$11,817.19,  
22 plus interest at a rate of 10 percent per annum, according to Cal. Civ. Code §§ 3287(a) and 3289(b).

### **THIRD CAUSE OF ACTION**

**(Common Count for Account Stated)**

25           14. CPH refers to and incorporates the allegations set forth in Paragraphs 1 through 3  
26 inclusive of this Complaint.

27        15. Between June 1998 and September 2002, CPH performed legal services and advanced  
28 costs and expenses for Defendant at the special instance and request of Defendant.

1           16. On or about April 2002, an account was stated in writing by and between CPH and  
2 Defendant in which it was agreed that Defendant was indebted to CPH in the sum of \$11,817.19.  
3 A true and correct copy of the Account Stated is attached hereto and incorporated herein as Exhibit  
4 to this Complaint. Defendant acknowledged the validity of this debt telephonically on many  
5 occasions, when it repeatedly promised to send payments, which it did not send. Phone records  
6 documenting these conversations are attached as Exhibit D. Defendant has never disputed the  
7 validity of this debt or any portion thereof.

8           17. Defendant has failed and refused, and continues to fail and refuse, to pay the balance  
9 owed, and there is now due, owing, and unpaid from Defendant to CPH the sum of \$11,817.19,  
10 plus interest at a rate of 10 percent per annum, according to Cal. Civ. Code §§ 3287(a) and 3289(b).

11           FOURTH CAUSE OF ACTION

12           (Common Count for Quantum Meruit)

13           18. CPH refers to and incorporates the allegations set forth in Paragraphs 1 through 3,  
14 inclusive, of this Complaint.

15           19. Between June 1998 and September 2002, Defendant became indebted to CPH for  
16 legal services rendered and costs and expenses advanced at the special instance and request of  
17 Defendant and for which Defendant agreed to pay CPH the reasonable value of such work, labor,  
18 services and material rendered.

19           20. The reasonable value of such work, labor, services and materials rendered is at least  
20 \$11,817.19. Defendant has tendered to CPH no partial payment, leaving a balance due, owed, and  
21 unpaid from Defendant to CPH the sum of at least \$11,817.19. Copies of the invoices sent to  
22 Defendant are attached hereto and incorporated herein as Exhibit C to this Complaint.

23           21. Defendant has failed and refused, and continues to fail and refuse, to pay the balance  
24 owed, and there is now due, owing, and unpaid from Defendant to CPH the sum of at least  
25 \$11,817.19, plus interest at a rate of 10 percent per annum, according to Cal. Civ. Code §§ 3287(a)  
26 and 3289(b).

## **FIFTH CAUSE OF ACTION**

**(Common Count For Money Paid)**

3           22. CPH refers to and incorporates the allegations set forth in Paragraphs 1 through 3,  
4 inclusive, of this Complaint.

5       23. Between June 1998 and September 2002, Defendant became indebted to CPH in  
6 the sum of \$818.49 for money paid, laid out and expended on behalf of Defendant at Defendant's  
7 special instance and request. Defendant has tendered to CPH no partial payment for this amount,  
8 leaving a balance due, owed, and unpaid from Defendant to CPH the sum of \$818.49. Copies of  
9 the invoices sent to Defendant are attached hereto and incorporated herein as Exhibit C to this  
0 Complaint.

11        24. Despite repeated demands by CPH to Defendant for payment, Defendant has failed  
12 and refused, and continues to fail and refuse, to pay the balance owed, and there is now due, owing,  
13 and unpaid from Defendant to CPH the sum of \$818.49, plus interest at a rate of 10 percent per  
14 annum, according to Cal. Civ. Code §§ 3287(a) and 3289(b).

**WHEREFORE**, CPH prays judgment against the Defendant as follows:



DATED: 7/9/03, 2003

Respectfully submitted,

## **CHRISTIE, PARKER & HALE, LLP**

REQUEST FILED, DEFAULT ENTERED AS TO Wm. Skarman,  
23

By Rose A. Hickman

Inc. a California Corporation, EKG Arcast Products

Inc. 1959 California Corporation

JOHN A. CLARK, EXECUTIVE OFFICER / CLERK  
DATED: SEP 12 2003 BY: SAC DEPUTY CLERK

**Attorneys for Plaintiff  
CHRISTIE, PARKER & HALE, LLP**

STEVEN GOBEN

RAH PAS497361.1-6/17/03 4:48 PM

D. BRUCE PROUT  
 RICHARD J. WARD, JR.  
 LEROY T. RAHN  
 WALTER G. MAXWELL  
 WILLIAM P. CHRISTIE  
 DAVID A. DILLARD  
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 BRIAN WACTER

\*ADMITTED ONLY IN TX  
 \*\*ADMITTED ONLY IN NY  
 \*\*\*ADMITTED ONLY IN MA

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

December 30, 2002

PASADENA OFFICE  
 350 WEST COLORADO BOULEVARD  
 SUITE 600  
 PASADENA, CALIFORNIA 91105  
 POST OFFICE BOX 7068  
 PASADENA, CALIFORNIA 91109-7068  
 TELEPHONE: (626) 795-9900  
 FACSIMILE: (626) 577-8800  
 E-MAIL: info@cph.com

ORANGE COUNTY OFFICE

3501 JAMBOREE ROAD  
 SUITE 8000  
 NEWPORT BEACH, CALIFORNIA 92680  
 TELEPHONE: (949) 476-0757  
 FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
 ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:10

Mr. Eyreick Williamson

President

Carver Skateboards, Inc.

245 Turnbull Canyon Road

City of Industry, CA 91741

Re: Notice of Client's

Dear Eyreick:

The balance on the

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. EYREICK WILLIAMSON, PRESIDENT  
 CARVER SKATEBOARDS, INC.  
 245 TURNBULL CANYON ROAD  
 CITY OF INDUSTRY, CA  
 91745

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X   Ager  Addr

B. Received by (Printed Name)

C. Date of De

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

July 3 2. Article Number  
 (Transfer from service label) 7001 1940 0002 6070 6562

Augur PS Form 3811, August 2001

Domestic Return Receipt

102595-01-4

Septe October 26, 2000

1,010.00

November 30, 2000

88.00

March 23, 2001

732.00

April 18, 2001

U.S. Postal Service

June 29, 2001

CERTIFIED MAIL RECEIPT

July 31, 2001

(Domestic Mail Only; No Insurance Coverage Provided)

August 21, 2001

102595-01-4

October 23, 2001

1,010.00

November 30, 2001

88.00

January 28, 2002

732.00

March 29, 2002

1,010.00

April 30, 2002

88.00

May 31, 2002

732.00

June 30, 2002

1,010.00

July 31, 2002

88.00

August 30, 2002

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September 27, 2002

1,010.00

Total Due

\$ 1,010.00

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# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

STEPHEN D. BUR.  
LEIGH O. LINDER  
BRIAN K. BROOKY  
MARK J. MARCELLI  
DAVID J. STEELE  
JOHN W. PECK, PH.D.  
BRIAN L. YATES  
GARY D. LUECK  
JAMES M. COLLISON  
TOM H. DAO  
FRANK L. CIRE  
RODNEY V. WARFFORD  
DAVID J. BAILEY\*\*  
KEVIN K. LEUNG  
ROSE A. HICKMAN  
KSENIA MEDVEDEV

OF COUNSEL

R. WILLIAM JOHNSTON  
HAYDEN A. CARNEY  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
THERESA W. MIDDLEBROOK  
RICHARD J. PACIULAN\*\*\*  
RICHARD A. CLEGG  
MICHAEL B. FARBER

TECHNICAL SPECIALISTS

ULESES C. HENDERSON, JR.  
ANDREW G. INGRAM  
OLIVER S. BAJRACHARYA  
BRIAN WALTER

\*ADMITTED ONLY IN TX  
\*\*ADMITTED ONLY IN NY  
\*\*\*ADMITTED ONLY IN MA

PASADENA OFFICE  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
POST OFFICE BOX 7068  
PASADENA, CALIFORNIA 91109-7068  
TELEPHONE: (626) 795-9900  
FACSIMILE: (626) 577-8800  
E-MAIL: info@cph.com

ORANGE COUNTY OFFICE

3501 JAMBOREE ROAD  
SUITE 6000  
NEWPORT BEACH, CALIFORNIA 92660  
TELEPHONE: (949) 476-0757  
FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:10

December 30, 2002

D. BRUCE PROUT  
RICHARD J. WARD, JR.  
LEROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIAKKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GREGORY S. LAMPERT  
MARK GARCIA  
SYED A. HASAN  
HAROLD E. WURST  
ROBERT A. GREEN  
HOWARD A. KROLL  
ROBERT A. SCHROEDER  
RICHARD A. WALLEN  
MICHAEL J. MACDERMOTT  
ANNE WANG  
CONSTANTINE MARANTIDIS  
DANIEL R. KIMBELL  
DANIEL M. CAVANAGH  
GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE E. CHANG  
JOEL A. KAUTH  
PATRICK Y. IKEHARA  
CHARLES R. HALLORAN  
RAYMOND R. TABANDEH  
GARY S. DUKEARICH  
CYNTHIA A. BONNER, PH.D.  
JUN-YOUNG E. JEON  
PETER A. NICHOLS

Mr. Eyreick Williamson  
President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry, CA 91745

Re: Notice of Client's Right to Arbitration

Dear Eyreick:

The balance on the account comprises of the following outstanding statements:

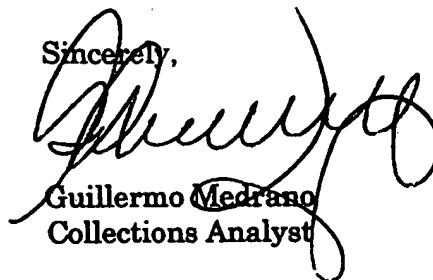
<u>Date</u>	<u>Amount Due</u>
July 31, 2000	\$ 267.70
August 31, 2000	88.00
September 28, 2000	3,194.00
October 26, 2000	1,516.00
November 30, 2000	88.00
March 23, 2001	732.00
April 18, 2001	1,952.00
June 29, 2001	329.00
July 31, 2001	94.00
August 21, 2001	188.00
October 23, 2001	882.66
November 30, 2001	394.37
January 28, 2002	197.32
March 29, 2002	94.00
April 30, 2002	291.00
May 31, 2002	133.17
June 30, 2002	968.01
July 31, 2002	104.60
August 30, 2002	98.95
September 27, 2002	204.41
<b>Total Due</b>	<b>\$ 11,817.19</b>

Mr. Eyreick Williamson  
President  
Carver Skateboards, Inc.  
December 30, 2002  
Page 2

CHRISTIE  
PARKER  
& HALE  
LLP

The enclosed notice is self-explanatory.

Sincerely,



Guillermo Medrano  
Collections Analyst

Enclosure  
cc: Richard J. Ward, Jr.

GM PAS480613.1.\*-12/30/02 2:28 PM

## ***Notice of Client's Right to Arbitration***

**Client Name:** **Carver Skateboards, Inc.**  
**Mr. Eyreick Williamson**  
**President**

**Client Address:** **245 Turnbull Canyon Road**  
**City of Industry, CA 91745**

This notice is to advise you that Christie, Parker & Hale, LLP ("CP&H") intends to file a lawsuit against you.

Sections 6200-6206 of the California Business and Professions Code give you the right to request arbitration of this fee dispute. You may submit your dispute with CP&H to an independent, impartial arbitrator or panel of arbitrators who will hear both sides and decide the dispute.

**You will LOSE YOUR RIGHT TO ARBITRATION if:**

1. **YOU DO NOT FILE A WRITTEN APPLICATION FOR ARBITRATION WITH THE BAR ASSOCIATION WITHIN 30 DAYS FROM RECEIPT OF THIS NOTICE; OR**
2. **YOU RECEIVE THIS NOTICE AND THEN ANSWER A COMPLAINT CP&H HAS FILED IN COURT FOR COLLECTION OF FEES, AND/OR COSTS, WITHOUT FIRST HAVING SERVED AND FILED A REQUEST FOR ARBITRATION; OR**
3. **YOU FILE A PLEADING IN ANY LAWSUIT WHICH SEEKS A COURT DECISION ON THIS DISPUTE OR WHICH SEEKS DAMAGES FOR ANY ALLEGED MALPRACTICE OR PROFESSIONAL MISCONDUCT.**

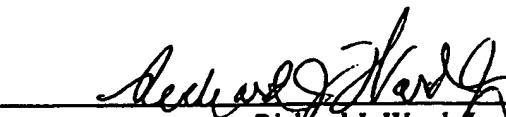
If CP&H has already filed a lawsuit in municipal or superior court, you may have the lawsuit postponed after you have filed an application for arbitration. If CP&H files an action in small claims court before you request arbitration, you will lose your right to arbitrate the dispute.

You can obtain a form to request arbitration from the local bar association if they have an approved fee arbitration program. The address of the arbitration program is:

**Los Angeles County Bar Association  
Fee Arbitration  
P.O. Box 55020  
Los Angeles, CA 90055  
(213) 627-2727**

The State Bar of California will conduct fee arbitration where there is no approved local program or if you believe you cannot receive a fair hearing before the local bar named above. If you need assistance, please contact Mandatory Fee Arbitration, State Bar of California, 100 Van Ness Avenue, 28th Floor, San Francisco, CA 94102-5238, (415) 241-2020.

December 30, 2002

  
**Richard J. Ward, Jr.**

## **Guillermo Medrano**

---

**From:** Carol Burchfield on behalf of Richard Ward  
**Sent:** Thursday, December 26, 2002 6:42 PM  
**To:** Guillermo Medrano  
**Cc:** Richard Ward  
**Subject:** Arbitration - Client A524 - Carver Skateboards

Please send a notice of right to arbitrate to Eyreick Williamson, address: Carver Skateboards, 245 Turnbull Canyon Road, City of Industry, CA 91745.  
Carol Burchfield  
Secretary to Richard J. Ward, Jr.

The information in this communication and any attached documents contain information from the law firm of Christie, Parker and Hale, LLP that may be confidential and/or privileged. If you are not the intended recipient, or an agent responsible for delivering it to the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete all electronic copies and destroy any hard copies.

D. BRUCE PROUT  
HAYDEN A. CARNEY  
RICHARD J. WARD, JR.  
LEROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIANKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GRANT T. LANGTON  
SYED A. HASAN  
CONSTANTINE MARANTIDIS  
JOHN W. ELDREDGE  
MARILYN R. KHORSANDI  
CRAIG A. GELFOUND  
GREGORY S. LAMPERT  
DANIEL M. CAVANAGH

GARY J. NELSON  
KATHLEEN M. OLSTER\*  
JOSEPHINE LIM  
ROBERT D. ROWLETT  
SAMIR B. ARMALY  
HAZIM H. ANSARI  
MONTE M. F. COOPER\*\*  
MOLLY A. HOLMAN, PH.D.\*\*\*

OF COUNSEL

R. WILLIAM JOHNSTON  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
ROBERT L. TOMS, SR.

\*ADMITTED ONLY IN PA  
\*\*ADMITTED ONLY IN CO  
\*\*\*PATENT AGENT

CHRISTIE  
PARKER  
& HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

July 16, 1998

PASADENA OFFICE  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
POST OFFICE BOX 7068  
PASADENA, CALIFORNIA 91109-7068  
TELEPHONES:  
(626) 795-9900/(213) 681-1800  
FACSIMILE: (626) 577-8800  
E-MAIL: info@cph.com

ORANGE COUNTY OFFICE  
5 PARK PLAZA, SUITE 1440  
IRVINE, CALIFORNIA 92614  
TELEPHONE: (949) 476-0757  
FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE  
A524:10

Mr. Eyreick Williamson  
President  
Azcast Products, Inc.  
15350 Proctor Avenue, Ste. A  
City of Industry, CA 91745

Re: Representation of Azcast Products, Inc.

Dear Eyreick:

The following is our standard engagement letter and fee agreement. It should have been sent to you after our initial conference. Please review it, and if you find it acceptable, please sign and return a copy to me. You may want to consult with Ted Fogliani before signing it.

Pursuant to this agreement, we will undertake to represent Azcast Products, Inc. in connection with a patentability investigation regarding a new skateboard truck. Our search report on this invention was mailed to Mr. Stratton on July 1, 1998.

Fees for services will be billed at our normal hourly rates, which currently range from \$150 per hour for junior associates to \$410 per hour for the most senior partners. My rate is \$365 per hour. Paralegals are used for some functions that otherwise would have to be performed by lawyers at higher rates. Fees for paralegals range from \$45-\$125 per hour depending on the seniority and experience of the paralegal. Hourly rates may be adjusted annually by the law firm. We also bill for expenses incurred during the course of the representation, and we itemize these expenses at regular intervals. Expenses cover costs for travel, investigators, expert witnesses, court reporting services, outside messengers, etc., and costs and overhead for copying, telecopying, telephone, computer services, and in-house messengers.

We will forward a confidential statement of services rendered and expenses incurred on a monthly basis. Payments are due no later than 20 days from the date of the invoice. Our statements will describe the services performed by each attorney and paralegal

Mr. Eyreick Williamson  
July 16, 1998  
Page 2

working on your matters. The statements contain information protected by the attorney-client privilege. The privilege could be waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our bills in a file marked "attorney-client privileged materials" and maintain the file in a secure location.

This is to request an advance deposit in the amount of \$1000.00. This amount will be maintained in our firm's legal services trust fund account and will be applied against our next statement to cover the cost of services to date.

You may terminate our services at any time. Any unused portion of the advance payment will be returned. By the same token, if you do not pay our monthly invoices in accord with this agreement, we reserve the right to withdraw as your counsel in this or any other matter and by signing this Agreement, you acknowledge and agree to our right to withdraw under those circumstances.

This fee agreement is limited to intellectual property law counseling and procurement. In the event we are required to litigate your behalf, the parties may enter into a separate agreement, on mutually agreeable terms, governing such proceeding.

Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim for professional negligence, shall be finally determined, at the request of either party, by arbitration conducted in Los Angeles County, California, in accordance with the then existing rules for commercial arbitration of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. This provision is not intended to abrogate a client's right to require a non-binding fee arbitration pursuant to Business & Professions Code §§6200-6206.

This document constitutes the written fee agreement between Azcast Products, Inc. as the client, and us, as attorneys, as specified in California Business and Professions Code Section 6148.

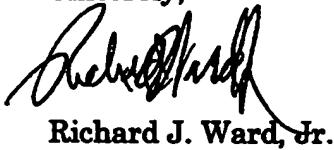
This letter sets forth completely the terms of our agreement, and there are no other agreements, promises, or understandings not set forth fully herein.

CHRISTIE  
PARKER  
& HALE  
LLP

Mr. Eyreick Williamson  
July 16, 1998  
Page 3

If this meets with your approval, please sign and return the enclosed copy of this letter indicating your acceptance and include an advance deposit for \$1000.00.

Sincerely,



Richard J. Ward, Jr.

RJW/clb  
Enclosure: Copy of Letter

**AGREED AND ACCEPTED:**

---

Date

CLB PAS141165.1\*-7/16/98 6:45 pm

---

Eyreick Williamson, President  
Azcast Products, Inc.

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-6800  
FED. ID: 95-1793785

September 27, 2002  
Invoice No. 221508

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE **11,612.78**

FOR SERVICES RENDERED THROUGH August 31, 2002

TOTAL FEES	\$ 188.00
TOTAL DISBURSEMENTS	16.41
TOTAL FEES AND DISBURSEMENTS	204.41
TOTAL CURRENT CHARGES	\$ 204.41
TOTAL BALANCE DUE	\$ 11,817.19

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

September 27, 2002

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
08-09-02	Analysis and report of PTO action with recommendation.	RJW	0.20	94.00
				-----
	<b>Total Fees</b>			<b>94.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	0.80
	Postage	10.52
		-----
	<b>Total Disbursements</b>	<b>11.32</b>
		-----
	<b>Matter Total</b>	<b>105.32</b>
		-----

**Re: Trademark CARVER  
I.D. A524-40230- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
08-09-02	Preparation of reminder of due date to file Statement of Use.	RJW	0.20	94.00
				-----
	<b>Total Fees</b>			<b>94.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	3.20
	Postage	1.89
		-----
	<b>Total Disbursements</b>	<b>5.09</b>
		-----
	<b>Matter Total</b>	<b>99.09</b>
		-----
	<b>Total Current Charges</b>	<b>204.41</b>
		=====

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

August 30, 2002  
Invoice No. 220476

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 11,513.83

FOR SERVICES RENDERED THROUGH July 31, 2002

TOTAL FEES	\$	94.00
TOTAL DISBURSEMENTS		4.95
TOTAL FEES AND DISBURSEMENTS		98.95
TOTAL CURRENT CHARGES	\$	98.95
TOTAL BALANCE DUE	\$	<u>11,612.78</u>

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

August 30, 2002

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
07-31-02	Review Office action re skateboard truck application.	RJW	0.20	94.00
				<hr/>
	<b>Total Fees</b>			<b>94.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	<b>Patent copies</b>	<b>4.95</b>
	<b>Total Disbursements</b>	<b>4.95</b>
	<b>Matter Total</b>	<b>98.95</b>
	<b>Total Current Charges</b>	<b>98.95</b>
		<hr/>

# CHRISTIE, PARKER & HALE, LLP

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

July 31, 2002  
Invoice No. 219359

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	11,909.23
PAYMENTS SINCE LAST BILLING	<500.00>

FOR SERVICES RENDERED THROUGH June 30, 2002

TOTAL FEES	\$ 94.00
TOTAL DISBURSEMENTS	10.60
TOTAL FEES AND DISBURSEMENTS	104.60
TOTAL CURRENT CHARGES	\$ 104.60
TOTAL BALANCE DUE	\$ 11,513.83

(DW)

COPY

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

July 31, 2002

**Carver Skateboards, Inc.**  
Client I.D. A524

**Page** 2

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
06-10-02	Preparation of report re status of application, forward amendment as filed in Patent and Trademark Office, telecon with Examiner Michael Mar re restriction requirement.	RJW	0.20	94.00
				-----
	<b>Total Fees</b>			<b>94.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	0.60
	Telefax	10.00
		-----
	<b>Total Disbursements</b>	<b>10.60</b>
		-----
	<b>Matter Total</b>	<b>104.60</b>
		-----
	<b>Total Current Charges</b>	<b>104.60</b>
		-----

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

June 30, 2002  
Invoice No. 217493

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	11,441.22
PAYMENTS SINCE LAST BILLING	<500.00>

FOR SERVICES RENDERED THROUGH May 31, 2002

TOTAL FEES	\$ 940.00
TOTAL DISBURSEMENTS	28.01
TOTAL FEES AND DISBURSEMENTS	968.01
TOTAL CURRENT CHARGES	\$ 968.01
TOTAL BALANCE DUE	\$ 11,909.23

7/9

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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

June 30, 2002

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
05-07-02	Preparation of information disclosure statement.	RJW	1.00	470.00
05-24-02	Preparation of amendment and remarks; preparation of response to request for election of claims for further prosecution.	RJW	0.50	235.00
05-28-02	Preparation of amendment and remarks.	RJW	0.50	235.00
	<b>Total Fees</b>			<b>940.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	25.60
	Telefax	2.41
	<b>Total Disbursements</b>	<b>28.01</b>
	<b>Matter Total</b>	<b>968.01</b>
	<b>Total Current Charges</b>	<b>968.01</b>

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

May 31, 2002  
Invoice No. 216308

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	11,808.05
PAYMENTS SINCE LAST BILLING	<500.00>

FOR SERVICES RENDERED THROUGH April 30, 2002

TOTAL FEES	\$ 94.00
TOTAL DISBURSEMENTS	39.17
TOTAL FEES AND DISBURSEMENTS	133.17
TOTAL CURRENT CHARGES	\$ 133.17
TOTAL BALANCE DUE	\$ 11,441.22

rw

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

May 31, 2002

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Patent copies	24.75
	Postage	0.66
	Telefax	1.00
	<b>Total Disbursements</b>	<b>26.41</b>
	<b>Matter Total</b>	<b>26.41</b>

**Re: Trademark CARVER  
I.D. A524-40230- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
04-12-02	Preparation of report re acceptance of extension request, preparation of reminder of due date from filing Statement of Use.	RJW	0.20	94.00
	<b>Total Fees</b>			<b>94.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	3.40
	Postage	1.36
	Telefax	8.00
	<b>Total Disbursements</b>	<b>12.76</b>
	<b>Matter Total</b>	<b>106.76</b>
	<b>Total Current Charges</b>	<b>133.17</b>

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

April 30, 2002  
Invoice No. 215148

Carver Skateboards, Inc.  
Mr. Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 11,517.05

FOR SERVICES RENDERED THROUGH March 31, 2002

TOTAL FEES	\$	141.00
TOTAL DISBURSEMENTS		150.00
TOTAL FEES AND DISBURSEMENTS		291.00
TOTAL CURRENT CHARGES	\$	291.00
TOTAL BALANCE DUE		<u><u>\$ 11,808.05</u></u>

(AV)

**COPY**

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

April 30, 2002

Carver Skateboards, Inc.  
Client I.D. A524

Page 2

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
03-18-02	Preparation of a request for extension of time to file a statement of use.	RJW	0.30	141.00
	Total Fees			141.00

Date	Disbursement Description	Amount
03-18-02	Fee for extension of time	150.00
	Total Disbursements	150.00
	Matter Total	291.00
	Total Current Charges	291.00

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1783785

March 29, 2002  
Invoice No. 214031

Carver Skateboards, Inc.  
Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 11,423.05

FOR SERVICES RENDERED THROUGH February 28, 2002

TOTAL FEES	\$ 94.00
TOTAL FEES AND DISBURSEMENTS	<hr/> 94.00
TOTAL CURRENT CHARGES	<hr/> \$ 94.00
TOTAL BALANCE DUE	<hr/> \$ 11,517.05

**COPY**

*naw*

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

March 29, 2002

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Trademark CARVER  
I.D. A524-40230- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
02-26-02	Preparation of reminder of deadline for filing Statement of Use.	RJW	0.20	94.00
				-----
	Total Fees			94.00
				-----
	Matter Total			94.00
				-----
	Total Current Charges			94.00
				=====

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

January 28, 2002  
Invoice No. 211327

Carver Skateboards, Inc.  
Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 11,225.73

FOR SERVICES RENDERED THROUGH December 31, 2001

TOTAL FEES	\$ 188.00
TOTAL DISBURSEMENTS	9.32
TOTAL FEES AND DISBURSEMENTS	197.32
TOTAL CURRENT CHARGES	\$ 197.32
TOTAL BALANCE DUE	\$ 11,423.05

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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

January 28, 2002

Carver Skateboards, Inc.  
Client I.D. A524

Page 2

Re: Truck for Skateboards  
I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
12-13-01	Preparation of report re projected date of publication of patent application, preparation of report re serial number and filing date, preparation of reminder re deadline for foreign filing.	RJW	0.40	188.00
				-----
	Total Fees			188.00

Date	Disbursement Description	Amount
	Photocopies	7.60
	Postage	1.72
		-----
	Total Disbursements	9.32
		-----
	Matter Total	197.32
		-----
	Total Current Charges	197.32
		-----

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)573-0900 FAX (626)577-8800  
FED. ID: 95-1793785

November 30, 2001  
Invoice No. 209109

Carver Skateboards, Inc.  
Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

**PREVIOUS BALANCE** **10,831.36**

**FOR SERVICES RENDERED THROUGH October 31, 2001**

<b>TOTAL FEES</b>	\$	<b>238.00</b>
<b>TOTAL DISBURSEMENTS</b>		<b>156.37</b>
<b>TOTAL FEES AND DISBURSEMENTS</b>		<b>394.37</b>
<b>TOTAL CURRENT CHARGES</b>	\$	<b>394.37</b>
<b>TOTAL BALANCE DUE</b>	\$	<b>11,225.73</b>

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**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

November 30, 2001

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Trademark CARVER  
I.D. A524-40230- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
10-11-01	Preparation of report re status of application, issuance of Notice of Allowance, outline steps for preparing and filing Statement of Use.	RJW	0.40	168.00
10-30-01	Service charge for maintenance of Official Gazette Watch.	AJH	0.00	50.00
				<hr/>
	<b>Total Fees</b>			<b>238.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
10-31-01	Thomson & Thomson annual charge for Official Gazette Watch on CARVER	155.00
	Photocopies	0.80
	Postage	0.57
	<hr/>	<hr/>
	<b>Total Disbursements</b>	<b>156.37</b>
	<hr/>	<hr/>
	<b>Matter Total</b>	<b>394.37</b>
	<hr/>	<hr/>
	<b>Total Current Charges</b>	<b>394.37</b>
	<hr/>	<hr/>

# CHRISTIE, PARKER & HALE, LLP

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

October 23, 2001  
Invoice No. 207844

Carver Skateboards, Inc.  
Eyerick Williamson, President  
245 Turnbull Canyon Road  
La Puente, CA 91745

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	9,888.29
FOR SERVICES RENDERED THROUGH September 30, 2001	
TOTAL FEES	\$ 479.00
TOTAL DISBURSEMENTS	464.07
TOTAL FEES AND DISBURSEMENTS	943.07
TOTAL CURRENT CHARGES	\$ 943.07
TOTAL BALANCE DUE	\$ 10,831.36

7/9/01

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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

October 23, 2001

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
09-13-01	Attention to preparation and filing of replacement drawings, telecons with Mr. Williamson.	RJW	0.20	94.00
09-19-01	Clean-up all figures and fixed format on all figures.	AE	1.50	150.00
09-19-01	Preparation of response to Patent and Trademrak Office re replacement drawings, telecons with Mr. Williams.	RJW	0.50	235.00
				-----
	<b>Total Fees</b>			<b>479.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
09-19-01	Fee for extension of time	445.00
	Photocopies	9.40
	Postage	0.67
	Telefax	9.00
		-----
	<b>Total Disbursements</b>	<b>464.07</b>
		-----
	<b>Matter Total</b>	<b>943.07</b>
		-----
	<b>Total Current Charges</b>	<b>943.07</b>
		-----

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

August 21, 2001  
Invoice No. 205377

Carver Skateboards, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	9,695.49
------------------	----------

FOR SERVICES RENDERED THROUGH July 31, 2001

TOTAL FEES	\$ 188.00
TOTAL DISBURSEMENTS	4.80
TOTAL FEES AND DISBURSEMENTS	192.80
TOTAL CURRENT CHARGES	\$ 192.80
TOTAL BALANCE DUE	\$ 9,888.29

*RJW*  
**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

August 21, 2001

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 2**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
07-19-01	Preparation of request to Eyreick Williams for corrections to drawings in patent application.	RJW	0.40	188.00
				-----
	<b>Total Fees</b>			<b>188.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	Photocopies	3.20
	Postage	1.60
		-----
	<b>Total Disbursements</b>	<b>4.80</b>
		-----
	<b>Matter Total</b>	<b>192.80</b>
		-----
	<b>Total Current Charges</b>	<b>192.80</b>
		-----

*[Handwritten Signature]*

CHRISTIE, PARKER & HALE, LLP

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

July 31, 2001  
Invoice No. 204344

Carver Skateboards, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	9,599.02
FOR SERVICES RENDERED THROUGH June 30, 2001	
TOTAL FEES	\$ 94.00
TOTAL DISBURSEMENTS	2.47
TOTAL FEES AND DISBURSEMENTS	96.47
TOTAL CURRENT CHARGES	\$ 96.47
TOTAL BALANCE DUE	\$ 9,695.49

*[Handwritten Signature]*  
**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

July 31, 2001

Carver Skateboards, Inc.  
Client I.D. A524

Page 2

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
06-22-01	Preparation of report re status of application, publication of mark for opposition.	RJW	0.20	94.00
	Total Fees			94.00

Date	Disbursement Description	Amount
	Photocopies	1.80
	Postage	0.67
	Total Disbursements	2.47
	Matter Total	96.47
	Total Current Charges	96.47

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

June 29, 2001  
Invoice No. 203291

Carver Skateboards, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	9,265.55
------------------	----------

FOR SERVICES RENDERED THROUGH May 31, 2001

TOTAL FEES	\$ 329.00
TOTAL DISBURSEMENTS	4.47
TOTAL FEES AND DISBURSEMENTS	333.47
TOTAL CURRENT CHARGES	\$ 333.47
TOTAL BALANCE DUE	\$ 9,599.02

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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

June 29, 2001

Carver Skateboards, Inc.  
Client I.D. A524

Page 2

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
04-16-01	Preparation of report re status of application; report receipt of Examiner's amendment.	RJW	0.20	94.00
05-29-01	Preparation of report to Jeff Paynton re assignment of skateboard patent and trademark to Carver, preparation of cost estimate.	RJW	0.50	235.00
	Total Fees			329.00

Date	Disbursement Description	Amount
	Photocopies	3.80
	Postage	0.67
	Total Disbursements	4.47
	Matter Total	333.47
	Total Current Charges	333.47

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

April 18, 2001  
Invoice No. 200176

Carver Skateboards, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 6,886.70

FOR SERVICES RENDERED THROUGH March 31, 2001

TOTAL FEES	\$ 1,952.00
TOTAL DISBURSEMENTS	426.85
TOTAL FEES AND DISBURSEMENTS	<u>2,378.85</u>
TOTAL CURRENT CHARGES	\$ 2,378.85
TOTAL BALANCE DUE	<u>\$ 9,265.55</u>

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**CHRISTIE, PARKER & HALE, LLP**  
 INTELLECTUAL PROPERTY LAWYERS

April 18, 2001

Carver Skateboards, Inc.  
 Client I.D. A524

Page 2

Re: Patent & Trademark Matters  
 I.D. A524-30- RJW

Date	Description of Services	Atty	Hours	Amount
03-09-01	Conference with Jeff Paynton re status of patent and trademark matters, outline possible additional patent application.	RJW	0.50	220.00
				-----
	Total Fees			220.00
				-----
	Matter Total			220.00
				-----

Re: Truck for Skateboards  
 I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
03-02-01	Preparation of utility patent application.	UH	2.20	308.00
03-05-01	Preparation of utility patent application.	UH	1.00	140.00
03-05-01	Telephone conference with Mr. Williamson re patent application, review draft of application, internal conference.	RJW	0.20	88.00
03-06-01	Preparation of utility application; preparation of filing papers.	UH	1.00	140.00
03-08-01	Preparation of patent application, attention to execution and filing of application.	RJW	1.00	440.00
03-21-01	Review letter from Azcast outlining changes made to skateboard, analyze patentability, internal conference.	RJW	0.40	176.00
				-----
	Total Fees			1,292.00

Date	Disbursement Description	Amount
	Patent copies	4.95

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

April 18, 2001

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 3**

**Re: Truck for Skateboards  
I.D. A524-37197- RJW**

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	<b>Photocopies</b>	<b>20.80</b>
	<b>Postage</b>	<b>23.50</b>
	<b>Telefax</b>	<b>3.00</b>
	<b>Filing fee</b>	<b>373.00</b>
		<b>-----</b>
	<b>Total Disbursements</b>	<b>425.25</b>
		<b>-----</b>
	<b>Matter Total</b>	<b>1,717.25</b>
		<b>-----</b>

**Re: Trademark CARVER  
I.D. A524-40230- RJW**

<b>Date</b>	<b>Description of Services</b>	<b>Atty</b>	<b>Hours</b>	<b>Amount</b>
03-09-01	Analysis and report of PTO action with recommendation.	RJW	0.30	132.00
03-21-01	Preparation of estimate of cost for foreign trademark registration, preparation of report to Jeff Paynton.	RJW	0.30	132.00
03-23-01	Telephone call to Examiner Hardy re amendment of description of goods.	RJW	0.20	88.00
03-28-01	Telephone conference with examiner, arrange amendment of description of goods, preparation of memo to file.	RJW	0.20	88.00
				<b>-----</b>
	<b>Total Fees</b>			<b>440.00</b>

<b>Date</b>	<b>Disbursement Description</b>	<b>Amount</b>
	<b>Photocopies</b>	<b>1.60</b>
		<b>-----</b>
	<b>Total Disbursements</b>	<b>1.60</b>
		<b>-----</b>
	<b>Matter Total</b>	<b>441.60</b>
		<b>-----</b>

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

April 18, 2001

**Carver Skateboards, Inc.**  
**Client I.D. A524**

**Page 4**

**Total Current Charges 2,378.85**

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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

March 23, 2001  
Invoice No. 199430

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	8,526.70
PAYMENTS SINCE LAST BILLING	<2,373.00>

FOR SERVICES RENDERED THROUGH February 28, 2001

TOTAL FEES	\$ 732.00
TOTAL DISBURSEMENTS	1.00
TOTAL FEES AND DISBURSEMENTS	733.00
TOTAL CURRENT CHARGES	\$ 733.00
TOTAL BALANCE DUE	\$ 6,886.70

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

March 23, 2001

Azcast Products, Inc.  
Client I.D. A524

Page 2

Re: Truck for Skateboards  
I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
02-15-01	Telephone conference with E. Williamson re status of patent application, arrangements re payment of account, further activity re patent and trademark.	RJW	0.20	88.00
02-21-01	Preparation of utility patent application; revise specification.	UH	1.00	140.00
02-22-01	Preparation of utility patent application; revise first draft of specification.	UH	3.50	490.00
02-28-01	Search, locate and retrieve U.S. Patent No. 3,945,655 and download in .pdf format.	AJH	0.20	14.00
				-----
	Total Fees			732.00

Date	Disbursement Description	Amount
	Telefax	1.00
	Total Disbursements	1.00
	Matter Total	733.00
	Total Current Charges	733.00
		-----

**CARISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

November 30, 2000  
Invoice No. 195549

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE 8,437.90

FOR SERVICES RENDERED THROUGH October 31, 2000

TOTAL FEES	\$	88.00
TOTAL DISBURSEMENTS		0.80
-----		
TOTAL FEES AND DISBURSEMENTS		88.80
-----		
TOTAL CURRENT CHARGES	\$	88.80
-----		
TOTAL BALANCE DUE	\$	8,526.70
		=====

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**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

November 30, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 2

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
10-22-00	Preparation of report re status of application, serial number and filing date.	RJW	0.20	88.00
	Total Fees			88.00

Date	Disbursement Description	Amount
	Photocopies	0.80
	Total Disbursements	0.80
	Matter Total	88.80
	Total Current Charges	88.80

BSL

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

October 26, 2000  
Invoice No. 194581

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	6,996.26
PAYMENTS SINCE LAST BILLING	<247.36>

FOR SERVICES RENDERED THROUGH September 30, 2000

TOTAL FEES	\$ 1,516.00
TOTAL DISBURSEMENTS	173.00
TOTAL FEES AND DISBURSEMENTS	1,689.00
TOTAL CURRENT CHARGES	\$ 1,689.00
TOTAL BALANCE DUE	\$ 8,437.90

NP

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**CHRISTIE, PARKER & HALE, LLP**  
 INTELLECTUAL PROPERTY LAWYERS

October 26, 2000

Azcast Products, Inc.  
 Client I.D. A524

Page 2

Re: Truck for Skateboards  
 I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
09-01-00	Review draft of patent application, internal conference.	RJW	0.30	132.00
09-05-00	Preparation of U.S. utility patent application; edit draft of specification and claims.	UH	7.10	994.00
09-05-00	Internal conference re application.	RJW	0.20	88.00
09-06-00	Preparation of U.S. utility patent application; edit claims.	UH	1.10	154.00
09-06-00	Preparation of U.S. utility patent application; final edit on claims.	UH	0.70	98.00
				-----
	Total Fees			1,466.00

Date	Disbursement Description	Amount
	Telefax	23.00
	Total Disbursements	23.00
	Matter Total	1,489.00
		-----

Re: Trademark CARVER  
 I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
09-20-00	Service charge for maintenance of Official Gazette Watch.	AJH	0.00	50.00
	Total Fees			50.00

Date	Disbursement Description	Amount
09-29-00	Thomson & Thomson annual charge for Official Gazette Watch on CARVER.	150.00
	Total Disbursements	150.00

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

October 26, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 3

Re: Trademark CARVER  
I.D. A524-40230- RJW

Matter Total	200.00
Total Current Charges	1,689.00

---

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

2  
September 28, 2000  
Invoice No. 193741

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	3,445.77
PAYMENTS SINCE LAST BILLING	<247.36>
FOR SERVICES RENDERED THROUGH August 31, 2000	
TOTAL FEES	\$ 3,194.00
TOTAL DISBURSEMENTS	356.49
TOTAL FEES AND DISBURSEMENTS	3,550.49
TOTAL CURRENT CHARGES	\$ 3,550.49
TOTAL BALANCE DUE	\$ 6,748.90

(PJM)

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**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

September 28, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 2

Re: Truck for Skateboards  
I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
08-17-00	Preparation of US utility patent application; edit specification.	UH	4.20	588.00
08-21-00	Preparation of US utility patent application; draft claims.	UH	1.20	168.00
08-23-00	Preparation of US utility patent application; edit specification and drawings.	UH	2.30	322.00
08-24-00	Preparation of US utility patent application; edit specification and draft claims.	UH	5.40	756.00
08-25-00	Preparation of US utility patent application; revise specification.	UH	4.80	672.00
08-30-00	Preparation of U.S. utility patent application; edit first draft of specification.	UH	1.30	182.00
08-31-00	Review of draft of patent application, note changes and rearrangements.	RJW	0.40	176.00
	Total Fees			2,864.00
	Matter Total			2,864.00

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Description of Services	Atty	Hours	Amount
08-22-00	Preparation of US trademark application for the mark CARVER.	UH	0.80	112.00
08-23-00	Preparation of US trademark application; draft letter to the client re CARVER trademark.	UH	0.30	42.00
	Total Fees			154.00

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

September 28, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 3

Re: Trademark CARVER  
I.D. A524-40230- RJW

Date	Disbursement Description	Amount
	Photocopies	7.00
	Postage	24.49
	Filing fee	325.00
	<b>Total Disbursements</b>	<b>356.49</b>
	<b>Matter Total</b>	<b>510.49</b>

Re: Patent & Trademark Matters  
I.D. A524-30- RJW

Date	Description of Services	Atty	Hours	Amount
08-09-00	Telephone conference with Eyerick Williamson re "Carver" trademark, review and discuss decision to file for trademark registration.	RJW	0.40	176.00
	<b>Total Fees</b>			<b>176.00</b>
	<b>Matter Total</b>			<b>176.00</b>
	<b>Total Current Charges</b>			<b>3,550.49</b>

**CHRISTIE, PARKER & HALE, LLP**

INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

August 31, 2000  
Invoice No. 193023

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	3,352.82
PAYMENTS SINCE LAST BILLING	<247.36>

FOR SERVICES RENDERED THROUGH July 31, 2000

TOTAL FEES	\$ 88.00
TOTAL DISBURSEMENTS	4.95
TOTAL FEES AND DISBURSEMENTS	92.95
TOTAL CURRENT CHARGES	\$ 92.95
TOTAL BALANCE DUE	\$ 3,198.41

RJM

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

August 31, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 2

Re: Truck for Skateboards  
I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount
07-05-00	Review changes and amendments of specification, internal conference.	RJW	0.20	88.00
	Total Fees			88.00

Date	Disbursement Description	Amount
	Patent copies	4.95
	Total Disbursements	4.95
	Matter Total	92.95
	Total Current Charges	92.95

**C. CHRISTIE, PARKER & HALL, LLP**  
INTELLECTUAL PROPERTY LAWYERS

P.O. BOX 7068 PASADENA, CA 91109-7068  
TEL. (626)795-9900 FAX (626)577-8800  
FED. ID: 95-1793785

July 31, 2000  
Invoice No. 192065

Azcast Products, Inc.  
Eyerick Williamson, President  
15350 Proctor Ave., Suite A  
City of Industry, CA 91746

I.D.: A524 - RJW  
GROUP: C1

PREVIOUS BALANCE	925.06
PAYMENTS SINCE LAST BILLING	<247.36>

FOR SERVICES RENDERED THROUGH June 30, 2000

TOTAL FEES	\$ 3,613.50
TOTAL DISBURSEMENTS	117.66
TOTAL FEES AND DISBURSEMENTS	3,731.16
ADVANCED DEPOSITS APPLIED	<1,303.40>
TOTAL CURRENT CHARGES	\$ 2,427.76
TOTAL BALANCE DUE	\$ 3,105.46

**COPY**

**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

July 31, 2000

Azcast Products, Inc.  
 Client I.D. A524

Page 2

Re: Truck for Skateboards  
 I.D. A524-37197- RJW

Date	Description of Services	Atty	Hours	Amount	
03-13-00	Telephone conference with Neil Stratton discussing the advantages of the invention over the prior art.		UH	1.50	157.50
03-14-00	Review prior art.		UH	1.00	105.00
03-21-00	Telephone conference with Neil Stratton re prior art, namely U.S. Patent No. 5,522,620.		UH	1.00	105.00
03-21-00	Review truck patent re relevance to Azcast design, internal conference.	RJW	0.40	164.00	
03-29-00	Draft detailed description of utility patent application.		UH	5.00	525.00
03-30-00	Draft detailed description of utility patent application.		UH	6.00	630.00
03-31-00	Preparation of patent application; review and revise specification.		UH	7.00	735.00
04-03-00	Preparation of patent application; review and revise specification		UH	6.00	840.00
				-----	
Total Fees				3,261.50	

Date	Disbursement Description	Amount
	Photocopies	2.00
	Telefax	24.00
	Computer research expenses	20.46
		-----
Total Disbursements		46.46
		-----
Matter Total		3,307.96
		-----

Re: General Matters  
 I.D. A524-10- RJW

Date	Description of Services	Atty	Hours	Amount
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**CHRISTIE, PARKER & HALE, LLP**  
INTELLECTUAL PROPERTY LAWYERS

July 31, 2000

Azcast Products, Inc.  
Client I.D. A524

Page 3

Re: General Matters  
I.D. A524-10- RJW

Date	Description of Services	Atty	Hours	Amount
06-05-00	Preparation of letter re CARVER trademark, outline issues re filing for registration.	RJW	0.40	176.00
06-08-00	Telephone conference with Eyereich Williamson re decision on whether to continue to use CARVER trademark.	RJW	0.40	176.00
				-----
	Total Fees			352.00

Date	Disbursement Description	Amount
	Photocopies	1.20
	Computer research expenses	70.00
		-----
	Total Disbursements	71.20
		-----
	Matter Total	423.20
		-----
	Total Current Charges	3,731.16
		=====

Collection Attorney(s): All  
Client(s): Select,A524  
Group(s): All  
Contact Date(s): All

Collection Attorney I.D.: 8 - WARD, RICHARD J.

A524	- Azcast Products, Inc. Eyerick Williamson, President 15350 Proctor Ave., Suite A La Puente, CA 91746	Merla 626-330-2177 626-855-8123
------	--	---------------------------------------

Group ID: ALL  
Date Opened: 12-08-98 Status Code: OSP - Occasional Slow Pay  
Date Closed:

Description:

Contact Records:

- 12-09-98 Jonathan (an employee) will remind the client that we need to be paid; will follow-up.
- 03-31-99 Jonathan who processes the billing said that he will get a check out to us for the full amount (\$320.36) tomorrow.
- 04-14-99 Jonathan is out of the office and Jeff said that he will ask Jonathan about our payment that we have not received.
- 11-29-00 11/27/2000 phone left message to call for Merla
- 12-14-00 Phone spoke with Merla she requested copies of past due invoices to be fax to her DONE....njb
- 12-15-00 Merla from accounts payable call confirming receiving invoices will call back to advise payment date..njb
- 12-27-00 phone Merla out until Jan 2 2001
- 01-05-01 Phone spoke with Merla she will call me back to advise when payment will be made..njb
- 01-22-01 phone spoke with Merla she advised they have new accounts payable person name Amy. Payment should be going out 1/25/01....njb
- 02-06-01 Phone spoke with Amy, she will call me back on Wednesday after she talks with Merla. They are have a cash flow problem..  
Amy Called requested copy of invoices to be fax to her. DONE..njb
- 03-29-01 Phone Amy she should know sometime next week when the next payment can be made...njb
- 04-26-01 Amy to call back after she speck to Jeff today...njb
- 05-04-01 Phone spoke with Amy . Company have cash flow problems however expecting a check in the next 10 days call back 5/13/01
- 07-27-01 Faxed note concerning payment. vf
- 03-01-02 Recd copy of a letter Richard Ward had sent to the client on 02/26/02 asking for the total balance due and saying that we would not advance any further disbursement until the account was settled. gm
- 04-15-02 Called Eyerick, says that he was getting ready to make a substantial payment on this next week. I asked him for half of the balance, says he could not pay that, says can pay \$3000, then make monthly payments. Advsd him that we probably were looking at payments in the \$1000 range. He said he would call me next week when he sent the payment in. He said things have finally gotten better. Advsd him they had not paid for a while, says that they kept putting the money back in the business. gm
- 05-01-02 Received e-mail from RJW as follows: Williamson called me this morning to say that he was sending us a check for \$1000 today and that he was planning to send us

Collection Attorney(s): All  
 Client(s): Select, A524  
 Group(s): All  
 Contact Date(s): All

Collection Attorney I.D.: 8 - WARD, RICHARD J.

A524	- Azcast Products, Inc. Eyerick Williamson, President 15350 Proctor Ave., Suite A La Puente, CA 91746	Merla 626-330-2177 626-855-8123
------	--	---------------------------------------

Group ID: ALL  
 Date Opened: 12-08-98 Status Code: OSP - Occasional Slow Pay  
 Date Closed:

Description:

Contact Records:

- 05-06-02 We got a check for \$500 only. Called Eyerick and advised him we had asked for \$500 - \$1000 per week, but we wanted \$1000 up front as good faith and he needed to pay this. gm
- 05-21-02 Called Eyerick, says that he is writing a check today for \$1000 and it is being mailed tomorrow to us. gm
- 06-06-02 Called the client and left message to call back with his secty. Says he was not in (after she checked with someone - and put me on hold). gm
- 06-12-02 No money received yet. Called client again, left message to call back with co-worker. gm
- 06-13-02 Called client and he said that they mailed the check on Tuesday and that we should have it by tomorrow. gm
- 06-14-02 We only recd \$500 today. Called client @ 4:30 - he was already gone for the day - left message to call back. gm
- 06-17-02 Called client, advised him need they to pay \$200 - as RJW says that he keeps making promises and not keeping them. Client promised to call me back tomorrow to let me know how much he will be able to pay. gm
- 06-25-02 Called client in the AM and he was not in - did not leave message. Called later in the day and he was still not in, left message to call back on his voice mail. gm
- 06-27-02 Spoke with client, says he has been paying, says made three payments of \$500 - advised him we only received two of them. says the best he can do is \$1000 on Tuesday - we can have a messenger pick up the check. gm
- 07-02-02 Spoke with Williamson, says all he has is \$500. Advised him I was not going to send a messenger for only a \$500 payment - we agreed on \$1000 and he cannot do it. Asked what I wanted to do. Advised him this was his account - what did he want to do. He said he only agreed to \$500, advised him that was not true. Sounds like he's going to mail a \$500 payment to us. gm
- 07-09-02 We recd a \$500 payment today. gm
- 08-01-02 Called client, he was not in, left message to call back with gal who answered. gm
- 08-09-02 Letter sent by RJW addressing unpaid balance. gm
- 08-15-02 Letter from RJW to the client advising that we would be withdrawing as attorneys of record and remifications. gm
- 09-16-02 Letter from RJW to the client advising the the USPTO had accepted our request to withdraw as attorneys of record. gm
- 11-25-02 Letter from RJW to the client with Notice REgarding Change of Power of Attorney, dated November 12, 2002 from the USPTO. the withdrawal of Christie, Parker and Hale LLP as attorneys of record has now been officailly accepted. gm
- 12-30-02 After getting RJW's approval, mailed the client the Notice of Client's Right to Arbitration

Collection Attorney(s): All  
Client(s): Select,A524  
Group(s): All  
Contact Date(s): All

Collection Attorney I.D.: 8 - WARD, RICHARD J.

A524 -Azcast Products, Inc.

Contact Records:

- 12-30-02 along with a cover letter listing the outstanding statements to: Carver Skateboards, Inc.  
Mr. Eyreick Williamson, President 245 Turnbull Canyon Road City of Industry CA 91745  
via certified mail - return receipt requested. gm
- 01-02-03 Recd signed certified receipt indicating that the envelope (containing the Notice) was received by the business on January 2, 2003. gm
- 03-12-03 Timeframe for client to file for arbitration has expired, will proceed with forwarding file for suit. Client never responded nor have we received any payments. gm
- 03-26-03 Requested boxes from storage to get copies of the 2000 and 2001 invoices. gm
- 03-28-03 Completed arbitration package and forwarded to Howard Kroll to assign the case to an attorney for suit. gm

# **Exhibit 23**

NAME, ADDRESS, AND TELEPHONE NUMBER  
OF ATTORNEY(S)

Howard A. Kroll, SB#100, 981  
Rose A. Hickman, SB#217, 618  
CHRISTIE, PARKER & HALE, LLP  
350 West Colorado Blvd., Suite 500  
Pasadena, California 91109-7068  
(626) 795-9900  
Attorney(s) For CHRISTIE, PARKER & HALE, LLP

FILE STAMP

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

CHRISTIE, PARKER & HALE, LLP, et al.

CASE NUMBER

03 C01960

Plaintiff(s),

vs.

CARVER SKATEBOARDS, INC., et al.

**JUDGMENT BY DEFAULT  
BY CLERK**

Defendant(s).

The defendant CARVER SKATEBOARDS, INC., et al.

having been regularly served with process, having failed to appear and answer the plaintiff's complaint filed herein, and the default of said defendant(s) having been duly entered, upon application of plaintiff(s) to the clerk,

Judgment is entered for plaintiff(s)

**CHRISTIE, PARKER & HALE, LLP, a California Limited Liability  
partnership**

and against defendant(s)

**CARVER SKATEBOARDS, INC., a California corporation,  
f/k/a/ AZCAST PRODUCTS, INC, a California corporation**

In the sum of \$ 11,817.19 principal, \$ 0.00 Attorney's fees,  
\$ 1,181.72 interest to date and \$ 265.77 costs;  
together with interest on said judgment as provided by law. Total \$ 13,264.68

Judgment dated: OCT 24 2003

JOHN A. CLARKE

Clerk

STEVEN GOBEN  
Deputy

100

76749  
RC 105/R3-94

JUDGMENT BY DEFAULT BY CLERK

LA-100

# **Exhibit 24**



Umdt  
Not  
Sign

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

GROUP: 3618

5 EXAMINER: MAR, MICHAEL Y.

IN RE APPLICATION OF: NEIL STRATTON

APPLICATION No.: 09/801,536

10 FILED: MARCH 8, 2001

TITLE: TRUCK FOR SKATEBOARDS

United States Patent and Trademark Office

15 ATTN: Michael Y. Mar

BOX RESPONSES

Washington, D.C. 20231

RECEIVED  
DEC 12 2002  
GROUP 3600

Dear Examiner:

20 This communication is responsive to the office action dated July 22, 2002. The Applicant respectfully request that the Examiner enter the following amendments and consider the following remarks.

## **AMENDMENTS AND REMARKS**

### **In the Claims:**

#### **35 U.S.C. 112**

The Examiner rejected Claim 1-7 and 9-11 under 35 U.S.C. 112, second paragraph as indefinite for failing to particularly point out and distinctly claim the subject matter, which the applicant regards as his invention. The Applicant wishes to correct the particular indefiniteness issues noted by the Examiner and to enter several changes which aid in particularly pointing out and distinctly claiming the subject matter of the present invention. It is believed that these modifications do not add new matter to the description, but serve to clarify that which has been disclosed. Therefore, the Applicant respectfully requests that the Examiner enter the following amendments, which the Applicant believes will place the rejected claims in allowable form while also providing clarity to that which is claimed. The amendments to the claims are provided in Appendix A1: Marked Claims Showing Changes Made and Appendix A2: Clean Claims.

#### **15 With Regard to Claim 1**

The Examiner stated that in Claim 1, there is a lack of antecedent basis for “the skateboard” in line 3, “the swivel” in line 9, and “the front end” in line 10. Claim 1 was also rejected because the recitation “in two degrees of freedom” is unclear as to its meaning. The Applicant notes that in the response to the election requirement dated May 2, 2002, Claim 1 was erroneously amended to change the word “bushing” to the word “sleeve.” Therefore, the Applicant requests that the following amendments be made to Claim 1 in order to overcome the rejection under 35 U.S.C. 112 and to further clarify that which the Applicant claims:

- 1) In line 3, delete “a swivel member” and add “an arm”;
- 25 2) In line 3, add “in an inclined manner” after the word “attached”;
- 3) In line 3, delete the first occurrence of the word “the” and replace with the word “an”;

- 4) In line 3, delete the second occurrence of the word "the" and replace with the word "a";
- 5) In line 3, delete "having a pair of wheels mounted to opposite ends thereof";
- 6) In line 3, delete the word "to" and replace with the word "with";
- 5 7) In line 3, delete the word "about" and insert the words "deck having";
- 8) In line 4, after the word "skateboard" add the word "truck";
- 9) In line 5, delete the word "to" and replace with the word "with";
- 10) In line 6, delete "swivel member" and add "arm";
- 11) In line 6, delete the second occurrence of the word "to" and replace with the word "with";
- 10 12) In line 7, delete "sleeve" and insert "bushing";
- 13) In line 8, after the word "skateboard" add the word "truck";
- 14) In line 8, delete "swivel member" and add "arm";
- 15) In line 8, delete "sleeve" and replace with the word "bushing";
- 15 16) In line 9, insert "independently adjustable" after the word "provide";
- 17) In line 9, delete the phrases "front end of the" and "in two degrees of freedom"; and
- 18) In line 9, add the words "truck about two axes of freedom" after "skateboard".

With Regard to Claim 2

20 In accordance with the amendments to Claim 1, the Applicant requests that the Examiner enter the following amendments to Claim 2:

- 1) In line 1, delete "swivel member" and add "arm";
- 2) In line 1, delete the word "to" and replace with the word "with";
- 3) In line 2, delete "perpendicular to" and replace with "of"; and

- 4) In line 3, add the words “relative to the skateboard deck” after the word “axis”.

With Regard to Claim 3

The Examiner’s rejection to Claim 3 is based on the recitation of “the skateboard’s plane” which, as the Examiner notes, is vague and unclear since the plane has not previously been defined. As such, in accordance with the amendments to Claim 1, the Applicant requests that the Examiner please amend Claim 3 as follows:

In line 2, please delete “skateboard’s plane” and replace with the words “skateboard deck”.

10 With Regard to Claim 4

As in Claim 3, the Examiner rejected Claim 4 stating that “the skateboard’s plane” is vague and unclear. Accordingly, the Applicant requests that the Examiner please enter the following amendment to overcome the rejection:

15 In line 2, please delete “skateboard’s plane” and replace with the words “skateboard deck”.

With Regard to Claim 5

The Applicant requests that the Examiner enter following amendment:

In line 1, insert the word “to” following the word “relative”.

With Regard to Claim 6

20 In accordance with the requested amendment to Claim 1, the Applicant requests that the Examiner amend Claim 6 as follows:

1. In line 1, add a “,” after the number 2;
2. In line 2, delete the word “swivel member” and replace with the word “arm”;

3. In line 3, delete both occurrences of the word "swivel member" and replace with the word "arm".

With Regard to Claim 8

The Applicant requests that the following amendments be entered to Claim 8 in  
5 order to more particularly point out and distinctly claim the subject matter which the  
Applicant claims as the present invention:

- 1) In line 2, insert the word "deck" following the word "skateboard";
- 2) In line 3, delete "and rotatable" and add "wherein the arm is pivotally attached in an inclined manner";
- 10 3) In line 4, delete the words "having a pair of wheels at opposite ends thereof" and add a "," after the first occurrence of the word "axle";
- 4) In line 5, delete "rotatable" and add "pivotally attached in an inclined manner";
- 5) In line 7, before "pivoting" insert "independently adjustable"; and
- 15 6) In line 7, delete "front end of the" and add "truck" after the word "skateboard".

With Regard to Claim 9

The Examiner rejected Claim 9 noting that in line 2, the phrase "inclined bearing surface perpendicular to the second pivot axis" is incorrect because the inclined bearing  
20 surface is actually perpendicular to the first pivot axis. The Applicant requests that the claim be amended to correct this error to overcome the rejection. Therefore, please enter the following amendments:

- 1) Delete "first" and replace with "second" in line 2 of the claim;
- 2) Delete "perpendicular to" and replace with the word "of" in line 2; and
- 25 3) Add the words "relative to the skateboard deck" after the word "axis" in line.

With Regard to Claim 10

In order to provide further consistency with the amendments to Claim 8, the Applicant requests that the Examiner enter the following amendment:

In line 2, please delete "skateboard's plane" and replace with "skateboard deck".

With Regard to Claim 11

5 As in Claim 10, please enter the following amendment to Claim 10:

In line 2, please delete the "skateboard 's plane" and replace with "skateboard deck".

35 U.S.C. § 102(b)

The Examiner rejected Claims 1 and 8 under 35 U.S.C. 102(b) as being  
10 anticipated by Pracas 5,522,620. The rejection is based upon Pracas' disclosure of a skateboard truck comprising a swivel member 12 adapted to be attached to the underside of a skateboard by a pivot member 16 for pivotal movement about a first pivot axis, an axle 84 having a pair of wheels mounted at opposite ends of the axle, a support member 84 for attaching the axle to the swivel member, and a resilient sleeve circumferentially  
15 disposed about the support member.

In order to establish a prima facie case of anticipation, the Examiner must set forth an argument that provides: 1) a single reference; 2) that teaches or enables; 3) each of the claimed elements (as arranged in the claim); 4) either expressly or inherently; and 5) as interpreted by one of ordinary skill in the art. The invention disclosed by the  
20 Applicant possesses an arm 62 of a pivoting member 12 which is pivotally attached in an inclined manner to an underside of a skateboard. This inclination is an advantageous and novel feature of the present invention. Thus, in light of Amendment 2 to Claim 1 and Amendment 2 to Claim 8, as provided in the section entitled "Amendments and Remarks," the Applicant believes that the subject matter of the claims is novel, and  
25 respectfully requests that the Examiner withdraw the rejection of these claims under 35 U.S.C. §102(b) (see Appendix A1: Marked Claims Showing Changes Made and Appendix A2: Clean Claims for a detailed description of the amended claims). More

particularly, in consideration of the amended claims, Pracas ('620) fails to teach or enable each of the claimed elements of the Applicant's invention; specifically, the inclination as taught by the Applicant. The Examiner has not presented any prior art that include or suggest an incline feature as presented in the present invention. Furthermore, the

5      Applicant believes it improper to reject claims under 35 U.S.C. §103(a) on the basis of personal knowledge alone by implying a feature that is not supported by the prior art (see MPEP §2144.03 (8th ed., 2001). Thus, given the Examiner's rejection as discussed herein, the Applicant believes that the arguments and the amendments provided render the rejected claims allowable. The Applicant wishes to note that although the Examiner

10     states that this feature is present or is well-known in the art, the Examiner has neither provided any reference as evidence of this assertion, and should this rejection be maintained, the Applicant wishes the Examiner to present a reasoned affidavit in this regard, as required by 37 CFR 1.104(d)(2).

35 U.S.C. § 103(a)

15     With Regard to Claims 2-5 and 9-12

The Examiner rejected Claims 2-5 and 9-12 under 35 U.S.C. 103(a) as being unpatentable over Pracas 5,522,620. The rejection is based on the Examiner's contention that at the time the present invention was made, it would have been obvious to one of ordinary skill in the art to provide the base with an inclined surface for mounting the

20     swivel member thereto in order to enhance the centering effect of the truck assembly.

In order to establish a prima facie case of obviousness under 35 U.S.C. 103, the Examiner must set forth arguments that provide (1) one or more references (2) that were available to the inventor and (3) that teach the invention in question as well as (4) a suggestion to combine or modify the references and (5) the combination or modification of which

25     would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art. Further, "If the proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no

suggestion or motivation to make the proposed modification." *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). Also, "If the proposed modification or combination of the prior art would change the principle of operation of the prior art invention being modified, then the teachings of the references are not sufficient to render 5 the claims *prima facie* obvious." *In re Ratti*, 270 F.2d 810, 123 USPQ 349 (CCPA 1959).

The rejected claims disclose a pivoting member attached to the underside of the skateboard about a base having an inclined bearing surface of a first axis relative to a skateboard deck. The invention in Pracas ('620), fails to teach the use of any type of 10 inclined surface, and the Examiner has not provided any additional art which does teach the use of such. The present invention's use of an inclined bearing surface, in fact, provides a wide array of advantages over the invention disclosed in Pracas ('620) that render the inclusion of the inclined bearing surface in the present invention a significant, non-obvious improvement over the prior art.

15 For example, the truck of Pracas ('620) comprises a conventional truck mounted on to a pivotal member 12. This pivotal member 12 is coupled to the nose of the deck 102 of the skateboard about a bearing member which rotates along a lateral plane parallel to the orientation of the skateboard's deck 102. A pair of stop members 79 limit the pivotal motion between two extreme positions (column 4, lines 45-47; 55-57). A locking 20 member 46 is also used to stop the rotation and thereby return the truck of Pracas ('620) to the conventional configuration (column 3, lines 54-56).

The Examiner contends that the inclined surface 28 for mounting the arm 14 of the present invention thereto is for the purpose of enhancing "the centering effect of the truck assembly." However, the purpose of the inclined surface 28 in the Applicant's 25 invention, in fact, makes the skateboard less centered. As a rider of a skateboard incorporating the inclined surface 28 stands and bears laterally upon the deck, the rider's weight is distributed over the center while further being dispersed downward to either side of the deck. This permits the skateboard to dip down and inward toward the center

of a turn, thereby distributing the weight of the rider toward the inside of the turn. If the angle of the incline were reversed, it would provide enhanced centering, but the resulting motion would make the board difficult to turn and less controllable by the rider. Thus, the lack of an incline in the bearing surface in Pracas ('620), actually provides more  
5 centering effect than is offered by the present invention which, as noted, makes use of an inclined bearing surface 28 that does not provide for enhanced centering properties.

Additional advantages of the present invention over the prior art also exist. For instance, because the bearing member 16 of Pracas ('620) is parallel to the skateboard's deck, lateral weight shifts exert almost no leverage upon the pivotal member 12 when the  
10 member is near the center of its range of motion. Furthermore, when the pivotal member 12 rotates towards its extreme positions (defined by stop members 79), the skateboarder's lateral weight exponentially imposes more leverage on the pivotal member 12, which leads to potential over steering of the skateboard and loss of control. On the other hand, the Applicant's use of the inclined bearing surface 28 distributes the amount of torque on  
15 the pivoting member along the continuum between the extremities of its range. In addition, the inclined bearing surface 28 also serves to more evenly distribute the turning load between the arm 14 and the hanger 16. While these are great advantages in the present invention, Pracas ('620), as mentioned, does not require the use of an incline. This is because the support member 84, which is analogous to the Applicant's hanger 16,  
20 provides for sufficient lateral movement and for turning. This turning effect predisposes the pivotal member 12 to begin its rotation, even from the center position, compensating for the absence of any inclination in its bearing surface. Furthermore, the lateral weight shift as presented in Pracas ('620), creates too much torque upon the arm 62 of the pivoting member 14 and thus causes jerkiness and loss of control. The truck of the  
25 present invention, however is attached to the skateboard such that the arm 62 of the pivoting member 14 extends forward, restoring the wheels to a central position as the skateboard moves forward, thereby aligning the pivoting member 14 with the direction of movement. Therefore, as taught by the instant invention, the pivoting member 14 acts to self-correct or to automatically center itself, which inherently provides increased stability,  
30 especially as the skateboard travels at higher speeds.

Thus, based on the aforementioned advantages and the lack of prior art to this effect, the Applicant respectfully disagrees with the Examiner's position that the use of an inclined bearing surface of the first pivot axis relative to the skateboard's deck would have been obvious to one skilled in the art at the time of the present invention, and

5 requests that the rejection of Claims 2-5 and 9-12 be withdrawn.

With regard to Claims 6, 7, 13, and 14

In light of the arguments and amendments presented for Claims 1 and 8, Claims 6, 7, 13, and 14, which depend therefrom, are believed allowable. However, even without the above noted arguments and amendments, a careful review of Pracas ('620) and

10 Boardman 565,718 reveals a combination of art which fails to teach or suggest the present invention. The system disclosed by Boardman ('718) makes use of a notched cam G' and a spring-loaded pin D. This system creates an indexed locking mechanism, without any effect in either direction of rotation past center. The adjustment feature simply controls how easily rotation can be wrested from the center locked position. The

15 spring system 50 of the present invention, however, is designed to perform in the opposite manner in many ways. First, regarding the center indexing qualities, the spring system 50 taught by the Applicant connects the arm 14 to the base 12 via a link 152. The link connects to the arm 14 with a pivot pin 72. This pivoting union flows freely past center in either direction, while still creating a distinct preference for the arm 14 to

20 dispose to center. Any indexed locking mechanism as in Boardman ('708) would interrupt the flow of the arm 14 of the present invention past center and create an uneven response in its movement, to the detriment of the skateboard's performance.

Second, the adjustment system of Boardman ('708) is simply a mechanism for controlling the pressure exerted by a pin to hold it in a notch in order to prevent rotation of the handlebars of a bike from a center position. Adjustment of the spring does not affect the motion of the handlebars when they are rotated such that the pin is not in the notch. The spring system 50 of the present invention, however, offers a control over rotational movement over its entire range. More particularly, the spring system 50 adjusts the turning resistance of the arm 14 by engaging or disengaging the nut plate 156

against the spring 158 by turning the spring adjustment bolt 154. Variation in this adjustment affects the tension along the entire range of the arm 14.

Third, Boardman ('718) does not teach any method for attenuating the extremities of rotational movement. The pin D, as disclosed in Boardman ('708), would simply slide 5 along the circular surface of G on either side of G' without a stopping point. However with the spring system 50 of the present invention, rotation of the arm 14 brings to bear an exponentially increasing pressure on the spring 158 via the rotation of the link 152 towards the extremities of its movement. This movement becomes increasingly difficult and thereby creates a 'soft' stop once the force of the spring becomes greater than the 10 rider can overcome. Thus, in the present invention, adjusting the tension on the spring 158 can effectively adjust the overall range of the arm, as it can be tightened substantially more than can be overcome by a skateboarder.

While all these distinguishing factors of the present invention are very advantageous, it is actually readily apparent why these advantages were overlooked in 15 Pracas ('620). For instance, the trailing arm system provides for a castor effect, which creates a natural centering when the board is in motion. Pracas ('620) states this in his first claim (lines 15-18) "... arranged so that the pivotal member is always oriented with the first end located rearwards of the connecting means when the vehicle is traveling in a forwards direction..." The faster one travels, the more this property is in effect. 20 Additionally, because Pracas ('620) teaches the use of a non-inclined bearing surface, the pivotal member 12 has a greater disposition to favor center than does the arm 14 of the present application, which while rotating on an inclined bearing surface tends to fall downward over center. Pracas ('620) chose instead to use a simple locking device 14. Therefore, Pracas ('620) would not have been as inclined to pursue further centering 25 devices, and, as such, the invention in Boardman ('718), even in consideration of Pracas ('620), is incapable of providing the present invention.

Thus, in light of the of the present invention's structural and functional dissimilarity to Boardman ('718) as discussed herein, combined with the aforementioned advantages over Pracas ('620), the Applicant respectfully submits that not only would it

be non-obvious to combine the centering mechanism of Boardman ('718) with the swivel member of Pracas ('620) to attain the present invention, it would be impossible and impractical, and that the combination would teach away both from the intended purposes of Pracas ('620) and Boardman ('718) and from the present invention. Therefore the  
5 Applicant respectfully requests that the rejection of Claims 6, 7, 13, and 14 under 35 U.S.C. 103(a) be withdrawn.

#### In the Specification

The Applicant has also modified the specification in various portions in a manner that the Applicant believes adds clarity to the description. It is believed that these  
10 modifications do not add new matter to the description, but serve simply to correct typographical and grammatical errors as well as to clarify what is disclosed. The amendments to the specification are provided in Appendix B1: Marked Specification Showing Changes Made and Appendix B2: Clean Specification.

#### In the Drawings

15 Amendments to the drawings are provided in Appendix C1: Marked Drawings Showing Changes Made and Appendix C2: Clean Drawings. The Applicant respectfully requests that the Examiner enter the amendments as shown in the appendices and described herein.

#### With Regard to Figure 2

20 Figure 2 has been corrected to include a reference to a cavity 46 formed by the plurality of side walls 48, 52, 54, and 56, and the top wall 49 for retaining the spring system 50 of the present invention as noted on page 4, lines 25-26 of the specification.

#### With Regard to Figure 4

Figure 4 has been amended to include a reference to the lip 83 and the channel 85  
25 as provided in the first complete paragraph on page 5 of the specification.

#### With Regard to Figure 7

The specification and figures erroneously referenced both the threaded hole and the path of a conventional rear truck as 160. Thus, in accordance with the above noted amendments to the specification, Figure 7 has been amended to references the path of a conventional rear truck with the number "161".

5    **Closing Remarks:**

The Applicant respectfully submits, in light of the above amendments and remarks, that the application and all pending claims are now in allowable condition. The Applicant thus respectfully requests timely allowance of the application. In the event the Examiner wishes to discuss any aspect of this response, or believes that a conversation  
10 with either the Applicant or Applicant's representative would be beneficial, the Examiner is encouraged contact the undersigned at the telephone number indicated below.

Respectfully submitted,

15

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Appendix A1. Marked Claims Showing Changes Made

CLAIMS:

1. (Once amended) A skateboard truck comprising:

~~an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;~~

5 ~~an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and~~

~~a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the, arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard truck anout two axes of freedom.~~

10

**Deleted:** a swivel  
**Deleted:** member  
**Deleted:** to  
**Deleted:** the  
**Deleted:** the  
**Deleted:** about  
**Deleted:** having a pair of wheels mounted to opposite ends thereof;  
**Deleted:** to  
**Deleted:** swivel member  
**Deleted:** to  
**Deleted:** sleeve  
**Deleted:** swivel  
**Deleted:** sleeve  
**Deleted:** front end of the  
**Deleted:** in two degrees of freedom  
**Deleted:** swivel member  
**Deleted:** to  
**Deleted:** perpendicular to

2. (Once amended) The skateboard truck of claim 1, wherein the ~~arm~~ is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

15

3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the ~~skateboard deck~~.

**Deleted:** skateboard's plane

4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is 20 inclined at an angle approximately 30° to approximately 60° relative to the ~~skateboard deck~~.

**Deleted:** skateboard's plane

5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the

5 | ~~arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.~~

~~Deleted: swivel member  
Deleted: swivel member  
Deleted: swivel member~~

7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a

10 | portion of the linkage and a compression spring disposed between a portion of the linkage and to plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

15 8. (Once amended) A skateboard truck comprising:

a base attachable to the underside of a skateboard deck;

an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;

~~Deleted: and rotatable~~

20 | an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and

~~Deleted: having~~

~~Deleted: rotatable~~

a coupling operatively connected between the base and the arm;

whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

~~Deleted: front end of the~~

Appendix A1. Marked Claims Showing Changes Made

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

Deleted: perpendicular to  
Deleted: second

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is 5 inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

Deleted: skateboard's plane

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a 15 spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the 20 linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a potion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

**Appendix A1. Marked Claims Showing Changes Made**

Appendix A1. Marked Claims Showing Changes Made

CLAIMS:

1. (Once amended) A skateboard truck comprising:

~~an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;~~

5 ~~an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and~~

~~a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the, arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard~~

10 ~~truck about two axes of freedom.~~

**Deleted:** a swivel  
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**Deleted:** front end of the  
**Deleted:** in two degrees of freedom  
**Deleted:** swivel member  
**Deleted:** to  
**Deleted:** perpendicular to

2. (Once amended) The skateboard truck of claim 1, wherein the ~~arm~~ is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

15

3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the ~~skateboard deck~~.

**Deleted:** skateboard's plane

4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the ~~skateboard deck~~.

**Deleted:** skateboard's plane

5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the  
5 | ~~arm for limiting rotational movement of the arm relative to the base and biasing the arm~~ towards a position aligned with the longitudinal axis of the skateboard.

~~Deleted: swivel member~~  
~~Deleted: swivel member~~  
~~Deleted: swivel member~~

7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a  
10 portion of the linkage and a compression spring disposed between a portion of the linkage and to plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

15 8. (Once amended) A skateboard truck comprising:

a base attachable to the underside of a skateboard deck;

an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;

~~Deleted: and rotatable~~

20 an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and

~~Deleted: having~~

~~Deleted: rotatable~~

a coupling operatively connected between the base and the arm;

whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

~~Deleted: front end of the~~

Appendix A1. Marked Claims Showing Changes Made

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

~~Deleted: perpendicular to~~

~~Deleted: second~~

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is 5 inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

~~Deleted: skateboard's plane~~

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a 15 spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the 20 linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a potion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

CLAIMS:

1. (Once amended) A skateboard truck comprising:

an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;

5 an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and

a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the, arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard

10 truck about two axes of freedom.

2. (Once amended) The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

15

3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is  
20 inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.

5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

Appendix A2: Clean Claims

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.  
5
7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and to plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.  
10
- 15 8. (Once amended) A skateboard truck comprising:
  - a base attachable to the underside of a skateboard deck;
  - an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;
  - an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and  
20
  - a coupling operatively connected between the base and the arm;
  - whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

Appendix A2: Clean Claims

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is  
5 inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a  
15 spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the  
20 linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a potion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

**Appendix A2: Clean Claims**

**CLAIMS:**

1. (Once amended) A skateboard truck comprising:

an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;

5 an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and

a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the, arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard

10 truck about two axes of freedom.

2. (Once amended) The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

15

3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is  
20 inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.

5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.  
5
7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and to plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.  
10
- 15 8. (Once amended) A skateboard truck comprising:
  - a base attachable to the underside of a skateboard deck;
  - an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;
  - an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and  
20
  - a coupling operatively connected between the base and the arm;
  - whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

Appendix A2: Clean Claims

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is  
5 inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a  
15 spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the  
20 linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a potion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the link age and the plate to spring-load the linkage as the bolt further engages the aperture.

## TRUCK FOR SKATEBOARDS

### FIELD OF THE INVENTION

5        The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

### BACKGROUND OF THE INVENTION

Conventional skateboards utilize steering mechanisms known as trucks. Typically a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very little.

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*[Deleted: r]*

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Patent No. 5,522,620 to Pracas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

## Appendix B1: Marked Specification Showing Changes Made

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight shift does not bear any leverage upon the pivotal member when the arm is near the center of its range. Further when the pivotal member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the '620 device fails not regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

### 15 SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning abilities. Generally speaking, a truck according to this invention comprises an axle having a pair of wheels mounted at opposite ends thereof. A shaft extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shaft on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels

Appendix B1: Marked Specification Showing Changes Made

mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

5       The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete  
10 sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard ~~on~~ the water.

**DESCRIPTION OF THE DRAWINGS**

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in  
15 conjunction with the accompanying drawings wherein:

Figure 1 is an exploded perspective view of the skateboard truck of the present invention;

Figure 2 is a cross-sectional side view of the base plate of the truck in Figure 1;  
Figure 3 is a bottom view of the base plate in Figure 2;

20       Figure 4 is a cross-sectional side view of the pivoting member of the truck in Figure 1;

Figure 5 is a cross-sectional side view of the assembled truck in Figure 1;

25       Figure 6A is a top view of the truck in Figure 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and fro;

Figures 6B and 6C are perspective views of the truck in Figure 1 mounted

**Appendix B1: Marked Specification Showing Changes Made**

onto a skateboard, the vices showing the arcing; lateral movement of the nose of the skateboard as it moves to-and-fro;

Figures 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

**Deleted:** [redacted]

5 Figures 7C and 7D are simplified schematic views of the path of motion of the skateboard in Figure 6; and

Figure 8 is a side view of an alternative embodiment of the truck in Figure 1.

**DETAILED DESCRIPTION OF THE INVENTION**

In a preferred embodiment of the invention, there is provided a skateboard truck

10 having, two independently spring-loaded pivoting members. As shown in Figure 1, the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

Referring to Figure 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable construction and made of any suitable material. In a preferred embodiment, the baseplate 12 is cast in A356 prime aircraft grade aluminum rod heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about 3/16 inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto 20 the underside of the skateboard platform.

Referring to Figures 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having at recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs 40 which extend into the recess 32. As shown in Figure 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about

Appendix B1. Charmed Specification Showing Changes Made

10" to about 25", more preferably at about 17°. The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and atop wall 49, forming a cavity 46 in the housing; 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

Referring to Figure 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic.

Referring now to Figure 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring back to Figure 1, the arm 62 extends upwardly from the base 60 and comprises a pair of gussets 73 and a cantilevered body 74 having a proximal end 65 and distal end 67. The gussets 73 are triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is a branching structure extending from the gussets 73 at an acute angle 80 (see Figure 4) relative a lateral pedestal base plane 68, preferably at about a 17° angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to Figure 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally includes a counterbore 92 defining a second axis 91

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inclined at all angle preferably about 03" relative to the pedestal base plane 68. Referring now to Figure 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to Figure 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about 40° relative to the second axis 91.

5 With reference to Figure 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the  
10 hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include a pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112,  
15 extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

Referring to Figures 1 and 5, the hanger 16 is preferably mounted onto the arm 62 by a kingpin 114 which passes through the eyelet 112 of the platform 110. When  
20 assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the arm body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and  
25 washer 118 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter. Referring to Figures 1 and 4, in a presently preferred embodiment, the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside  
30 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108

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engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm

62.

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The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see Figure 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or spring, -loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm 62 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. patent No. 5,263,725 to Gesmer et al., may be used instead of the urethane bushing

10 system.

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The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter.

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The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of hearing plates 138, are displaced between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the first bearing 140 is a steel needle thrust hearing having an outer diameter of about 7/8 inches and an inner diameter of about 1 /2 inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an

Appendix B1: Marked Specification Showing Changes Made

upper surface 27. The nut 134 is disposed within the housing recess 32, between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

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The second bearing 146 can be of any suitable type or construction and made of  
5 any suitable material. In a preferred embodiment, the second bearing 146 is a steel  
needle thrust bearing having an outer diameter of about 2 3/16 inches and an inner  
diameter of about 1 1/4 inches. The bearings 140 and 146 function to provide smooth  
rotation of the pivoting member 14. In alternative embodiments, other means may be  
used to provide minimal friction between the arm 62 and the base 12, such as ball  
10 hearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

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A spring system 50 retained within the housing 44 includes a link 152, a link bolt  
154, a spring 158, and a not plate 156. The link 152 comprises a resilient metal formed in  
an L-shape, having a first portion 151 extending substantially perpendicular from a  
second portion 157 that is substantially canted at its distal end. The link 152 is preferably  
15 formed from a sheer of stainless steel, but may be of airy suitable material having similar  
material properties. The first portion 151 comprises a bolt opening 155 centrally  
displaced along the first portion 151. The second portion 157 comprises a link pin  
opening 153 along its canted distal end.

The spring system 50 is coupled to the housing 44 by passing the link bolt 154  
20 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link  
bolt 154 is Grade 8 steel having a diameter of about 5/6 inches. A threaded portion of the  
link bolt 154 engages a threaded hole 160 centrally located within the nut plate 156. The  
spring 158 is preferably a steel heavy-duty compression spring disposed between the nut  
plate 156 and the first portion 151 of the link 152.

25 The spring system 50 is coupled to the pivoting member 14 by engaging the link  
pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50  
functions to control the rotational movement of the pivoting member 14. The link 152 is  
spring-loaded to resist and control rotational movement of the pivoting member 14. By  
turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the out

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plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion the link bolt 154 is fully engaged with the nut plate 156, the tension in the link 152 will stiffen and the spring system 50

5 | will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion the link bolt 154 is disengaged from the nut plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

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10 | The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

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15 | In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

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20 | In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Patent No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from

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the deck. Figures 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

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The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient 10 bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately 30° to 60° relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the place of movement, and wherein the. Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about 130° to about 160°, more preferably at 140°. The dual pivoting truck 10 enables the nose of 15 the skateboard to move in a side-to-side motion.

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Referring to Figures 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear 20 trucks pivot in one dimension symmetrically and in fixed relation, as shown in Figure 7B. A skateboard according to the preferred embodiments of the present invention, utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in Figures 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10 turns on 25 a secondary sinusoidal path 165. As such, the skateboard may trace a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

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Appendix B. Amended Specification Showing Changes Made

The angled configuration of the bearing plane 29 (see Figure 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in Figure 6A-C.

The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present

invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together.

Without the angled bearing plane, lateral weight shift from the center position would bear too little, torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward.

Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to Figure 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words, the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the

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urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as all Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention

5 further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that

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10 the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

In alternative embodiments, the base plate of the truck can be altered to any  
15 suitable size or shape. An example of a modified embodiment is shown in Figure 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the  
axle may pivot relative to the pivoting member 14.

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20 The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

25 Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.

## **TRUCK FOR SKATEBOARDS**

### **FIELD OF THE INVENTION**

5       The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

### **BACKGROUND OF THE INVENTION**

Conventional skateboards utilize steering mechanisms known as trucks. Typically a  
10 truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the  
15 turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very  
20 little.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Patent No. 5,522,620 to Pracas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal  
25 member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight slit fling does riot bear' any leverage upon he pivotal member when the arm is near the center of its range. Further when the pivotal  
5 member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the'620 device tines not regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important  
10 to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

## 15 SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning abilities. Generally speaking, a tuck according to this invention comprises an axle having a pair of wheels mounted al opposite ends thereof. A shall extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shall on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a  
20 second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.  
25

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels

mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

- 5        The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete  
10      sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard ~~on~~ the water.

#### DESCRIPTION OF THE DRAWINGS

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in  
15      conjunction with the accompanying drawings wherein:

- Figure 1 is an exploded perspective view of the skateboard truck of the present invention;
- Figure 2 is a cross-sectional side view of the base plate of the truck in Figure 1;  
Figure 3 is a bottom view of the base plate in Figure 2;
- 20      Figure 4 is a cross-sectional side view of the pivoting member of the truck in Figure 1;
- Figure 5 is a cross-sectional side view of the assembled truck in Figure 1;
- Figure 6A is a top view of the truck in Figure 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and fro;
- 25      Figures 6B and 6C are perspective views of the truck in Figure 1 mounted

onto a skateboard, the vices showing the arcing; lateral movement of the nose of the skateboard as it moves to-and-fro;

Figures 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

5 Figures 7C and 7D are simplified schematic views of the path of motion of the skateboard in Figure 6; and

Figure 8 is a side view of an alternative embodiment of the truck in Figure 1.

#### DETAILED DESCRIPTION OF THE INVENTION

In a preferred embodiment of the invention, there is provided a skateboard truck  
10 having, two independently spring-loaded pivoting members. As shown in Figure 1,  
the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

Referring to Figure 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable 12 construction and made of any suitable material. In a preferred embodiment, the baseplate  
15 12 is cast in A356 prime aircraft grade aluminum rod heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about 3/16 inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto  
20 the underside of the skateboard platform.

Referring to Figures 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having at recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs  
25 40 which extend into the recess 32. As shown in Figure 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about

10" to about 25", more preferably at about 17°. The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and atop wall 49, forming a cavity 46 in the housing; 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

Referring to Figure 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic. Referring now to Figure 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring; back to Figure 1, the arm 62 extends upwardly from the base 60 and comprises at pair of gussets 73 and a cantilevered body 74 having at proximal end 65 and distal end 67. The gussets 73 are triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is an arching structure extending from the gussets 73 at an acute angle 80 (see Figure 4) relative a lateral pedestal base plane 68, preferably at about a 17° angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to Figure 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally includes a counterbore 92 defining a second axis 91

inclined at all angle preferably about 03" relative to the pedestal base plane 68. Referring now to Figure 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to Figure 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about 40° relative to the second axis 91.

5 With reference to Figure 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the  
10 hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include a pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112,  
15 extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

Referring to Figures 1 and 5, the hanger 16 is preferably mounted onto the arm 62 by a kingpin 114 which passes through the eyelet 112 of the platform 110. When  
20 assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the arm body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and washer 118 can be of any suitable type or construction and made of any suitable material.  
25 In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter. Referring to Figures 1 and 4, in a presently preferred embodiment, the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not  
30 rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108

engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm 62.

The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see Figure 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or sprint, -loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm 62 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. patent No. 5,263,725 to Gesmer et al., may be used instead of the urethane bushing system.

The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter.

The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of hearing plates 138, are displaced between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material- In a preferred embodiment, the first bearing 140 is a steel needle thrust hearing having an outer diameter of about 7/8 inches and an inner diameter of about 1 /2 inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an

upper surface 27. The nut 134 is disposed within the housing recess 32, between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

The second bearing 146 can be of any suitable type or construction and made of  
5 any suitable material- In a preferred embodiment, the second bearing 146 is a steel  
needle thrust bearing having an outer diameter of about 2 3/16 inches and an inner  
diameter of about 1½ inches. The bearings 140 and 146 function to provide smooth  
rotation of the pivoting member 14. In alternative embodiments, other means may be  
used to provide minimal friction between the arm 62 and the base 12, such as ball  
10 hearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

A spring system 50 retained within the housing 44 includes a link 152, a link bolt  
154, a spring 158, and a not plate 156. The link 152 comprises a resilient metal formed in  
an L-shape, having a first portion 151 extending substantially perpendicular from a  
second portion 157 that is substantially canted at its distal end. The link 152 is preferably  
15 formed from a sheer of stainless steel, but may be of airy suitable material having similar  
material properties. The first portion 151 comprises a bolt opening 155 centrally  
displaced along the first portion 151. The second portion 157 comprises a link pin  
opening 153 along its canted distal end.

The spring system 50 is coupled to the housing 44 by passing the link bolt 154  
20 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link  
bolt 154 is Grade 8 steel having a diameter of about 5/6 inches. A threaded portion of the  
link bolt 154 engages a threaded hole 160 centrally located within the nut plate 156. The  
spring 158 is preferably a steel heavy-duty compression spring disposed between the nut  
plate 156 and the first portion 151 of the link 152.

25 The spring system 50 is coupled to the pivoting member 14 by engaging the link  
pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50  
functions to control the rotational movement of the pivoting member 14. The link 152 is  
spring-loaded to resist and control rotational movement of the pivoting member 14. By  
turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the out

plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion the link bolt 154 is fully engaged with the nut plate 156, the tension in the link 152 will stiffen and the spring system 50 will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion the link bolt 154 is disengaged from the nut plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

10       The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

15       In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

20       In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Patent No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from

the deck. Figures 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately 30° to 60° relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the place of movement, and wherein the. Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about 130° to about 160°, more preferably at 140". The dual pivoting truck 10 enables the nose of the skateboard to move in a side-to-side motion.

Referring to Figures 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear trucks pivot in one dimension symmetrically and in fixed relation, as shown in Figure 7B. A skateboard according to the preferred embodiments of the present invention, utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in Figures 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10 turns on a secondary sinusoidal path 165. As such, the skateboard may trace a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

The angled configuration of the bearing plane 29 (see Figure 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in Figure 6A-C. The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together. Without the angled bearing plane, lateral weight shift from the center position would bear too little, torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning; control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward. Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to Figure 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words, the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the

urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as all Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

In alternative embodiments, the base plate of the truck can be altered to any suitable size or shape. An example of a modified embodiment is shown in Figure 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the axle may pivot relative to the pivoting member 14.

The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.



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# TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

		Application Number	09/801,536
		Filing Date	03/08/2001
		First Named Inventor	Straton
		Group Art Unit	3618
		Examiner Name	Mar
Total Number of Pages in This Submission	47	Attorney Docket Number	CSI001

## ENCLOSURES (check all that apply)

<input checked="" type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Assignment Papers (for an Application)	<input type="checkbox"/> After Allowance Communication to Group
<input checked="" type="checkbox"/> Fee Attached	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input checked="" type="checkbox"/> Amendment / Reply	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Status Letter
<input checked="" type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address	<input type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Terminal Disclaimer	
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Response to Missing Parts/ Incomplete Application		
<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53		
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**GROUP 3600**

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Firm or Individual name	Tope-McKay & Associates
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Date	11/30/2002

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# **FEE TRANSMITTAL**

## **for FY 2002**

*Patent fees are subject to annual revision.*

**TOTAL AMOUNT OF PAYMENT** (\$ 200.00)

<i><b>Complete If Known</b></i>	
Application Number	09/801,536
Filing Date	10/18/1999
First Named Inventor	Straton
Examiner Name	Mar
Group Art Unit	
Attorney Docket No.	CSI001

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METHOD OF PAYMENT					FEE CALCULATION (continued)																																																																																																																																																																																																																																																																								
<p>1. <input type="checkbox"/> The Commissioner is hereby authorized to charge indicated fees and credit any overpayments to:</p> <p>Deposit Account Number <input type="text"/></p> <p>Deposit Account Name <input type="text"/></p> <p><input type="checkbox"/> Charge Any Additional Fee Required Under 37 CFR 1.16 and 1.17</p> <p><input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27</p>					<p>3. ADDITIONAL FEES</p> <table border="1"> <thead> <tr> <th>Large Entity Fee Code (\$)</th> <th>Small Entity Fee Code (\$)</th> <th colspan="3">Fee Description</th> <th>Fee Paid</th> </tr> </thead> <tbody> <tr><td>105</td><td>130</td><td>205</td><td>65</td><td colspan="3">Surcharge - late filing fee or oath</td><td><input type="text"/></td></tr> <tr><td>127</td><td>50</td><td>227</td><td>25</td><td colspan="3">Surcharge - late provisional filing fee or cover sheet</td><td><input type="text"/></td></tr> <tr><td>139</td><td>130</td><td>139</td><td>130</td><td colspan="3">Non-English specification</td><td><input type="text"/></td></tr> <tr><td>147</td><td>2,520</td><td>147</td><td>2,520</td><td colspan="3">For filing a request for ex parte reexamination</td><td><input type="text"/></td></tr> <tr><td>112</td><td>920*</td><td>112</td><td>920*</td><td colspan="3">Requesting publication of SIR prior to Examiner action</td><td><input type="text"/></td></tr> <tr><td>113</td><td>1,840*</td><td>113</td><td>1,840*</td><td colspan="3">Requesting publication of SIR after Examiner action</td><td><input type="text"/></td></tr> <tr><td>115</td><td>110</td><td>215</td><td>55</td><td colspan="3">Extension for reply within first month</td><td><input type="text"/></td></tr> <tr><td>116</td><td>400</td><td>216</td><td>200</td><td colspan="3">Extension for reply within second month</td><td><input type="text"/></td></tr> <tr><td>117</td><td>920</td><td>217</td><td>460</td><td colspan="3">Extension for reply within third month</td><td><input type="text"/></td></tr> <tr><td>118</td><td>1,440</td><td>218</td><td>720</td><td colspan="3">Extension for reply within fourth month</td><td><input type="text"/></td></tr> <tr><td>128</td><td>1,960</td><td>228</td><td>980</td><td colspan="3">Extension for reply within fifth month</td><td><input type="text"/></td></tr> <tr><td>119</td><td>320</td><td>219</td><td>160</td><td colspan="3">Notice of Appeal</td><td><input type="text"/></td></tr> <tr><td>120</td><td>320</td><td>220</td><td>160</td><td colspan="3">Filing a brief in support of an appeal</td><td><input type="text"/></td></tr> <tr><td>121</td><td>280</td><td>221</td><td>140</td><td colspan="3">Request for oral hearing</td><td><input type="text"/></td></tr> <tr><td>138</td><td>1,510</td><td>138</td><td>1,510</td><td colspan="3">Petition to institute a public use proceeding</td><td><input type="text"/></td></tr> <tr><td>140</td><td>110</td><td>240</td><td>55</td><td colspan="3">Petition to revive - unavoidable</td><td><input type="text"/></td></tr> <tr><td>141</td><td>1,280</td><td>241</td><td>640</td><td colspan="3">Petition to revive - unintentional</td><td><input type="text"/></td></tr> <tr><td>142</td><td>1,280</td><td>242</td><td>640</td><td colspan="3">Utility issue fee (or reissue)</td><td><input type="text"/></td></tr> <tr><td>143</td><td>460</td><td>243</td><td>230</td><td colspan="3">Design issue fee</td><td><input type="text"/></td></tr> <tr><td>144</td><td>620</td><td>244</td><td>310</td><td colspan="3">Plant issue fee</td><td><input type="text"/></td></tr> <tr><td>122</td><td>130</td><td>122</td><td>130</td><td colspan="3">Petitions to the Commissioner</td><td><input type="text"/></td></tr> <tr><td>123</td><td>50</td><td>123</td><td>50</td><td colspan="3">Processing fee under 37 CFR 1.17(q)</td><td><input type="text"/></td></tr> <tr><td>126</td><td>180</td><td>126</td><td>180</td><td colspan="3">Submission of Information Disclosure Stmt</td><td><input type="text"/></td></tr> <tr><td>581</td><td>40</td><td>581</td><td>40</td><td colspan="3">Recording each patent assignment per property (times number of properties)</td><td><input type="text"/></td></tr> <tr><td>146</td><td>740</td><td>246</td><td>370</td><td colspan="3">Filing a submission after final rejection (37 CFR § 1.129(a))</td><td><input type="text"/></td></tr> <tr><td>149</td><td>740</td><td>249</td><td>370</td><td colspan="3">For each additional invention to be examined (37 CFR § 1.129(b))</td><td><input type="text"/></td></tr> <tr><td>179</td><td>740</td><td>279</td><td>370</td><td colspan="3">Request for Continued Examination (RCE)</td><td><input type="text"/></td></tr> <tr><td>169</td><td>900</td><td>169</td><td>900</td><td colspan="3">Request for expedited examination of a design application</td><td><input type="text"/></td></tr> <tr> <td colspan="5">Other fee (specify) _____</td> <td colspan="5"></td> </tr> <tr> <td colspan="5">SUBTOTAL (2) <input type="text"/></td> <td colspan="5">SUBTOTAL (3) <input type="text"/> 200.00</td> </tr> <tr> <td colspan="5">**or number previously paid, if greater; For Reissues, see above</td> <td colspan="5">*Reduced by Basic Filing Fee Paid</td> </tr> </tbody> </table>					Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description			Fee Paid	105	130	205	65	Surcharge - late filing fee or oath			<input type="text"/>	127	50	227	25	Surcharge - late provisional filing fee or cover sheet			<input type="text"/>	139	130	139	130	Non-English specification			<input type="text"/>	147	2,520	147	2,520	For filing a request for ex parte reexamination			<input type="text"/>	112	920*	112	920*	Requesting publication of SIR prior to Examiner action			<input type="text"/>	113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action			<input type="text"/>	115	110	215	55	Extension for reply within first month			<input type="text"/>	116	400	216	200	Extension for reply within second month			<input type="text"/>	117	920	217	460	Extension for reply within third month			<input type="text"/>	118	1,440	218	720	Extension for reply within fourth month			<input type="text"/>	128	1,960	228	980	Extension for reply within fifth month			<input type="text"/>	119	320	219	160	Notice of Appeal			<input type="text"/>	120	320	220	160	Filing a brief in support of an appeal			<input type="text"/>	121	280	221	140	Request for oral hearing			<input type="text"/>	138	1,510	138	1,510	Petition to institute a public use proceeding			<input type="text"/>	140	110	240	55	Petition to revive - unavoidable			<input type="text"/>	141	1,280	241	640	Petition to revive - unintentional			<input type="text"/>	142	1,280	242	640	Utility issue fee (or reissue)			<input type="text"/>	143	460	243	230	Design issue fee			<input type="text"/>	144	620	244	310	Plant issue fee			<input type="text"/>	122	130	122	130	Petitions to the Commissioner			<input type="text"/>	123	50	123	50	Processing fee under 37 CFR 1.17(q)			<input type="text"/>	126	180	126	180	Submission of Information Disclosure Stmt			<input type="text"/>	581	40	581	40	Recording each patent assignment per property (times number of properties)			<input type="text"/>	146	740	246	370	Filing a submission after final rejection (37 CFR § 1.129(a))			<input type="text"/>	149	740	249	370	For each additional invention to be examined (37 CFR § 1.129(b))			<input type="text"/>	179	740	279	370	Request for Continued Examination (RCE)			<input type="text"/>	169	900	169	900	Request for expedited examination of a design application			<input type="text"/>	Other fee (specify) _____										SUBTOTAL (2) <input type="text"/>					SUBTOTAL (3) <input type="text"/> 200.00					**or number previously paid, if greater; 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SUBMITTED BY		Complete (if applicable)		
Name (Print/Type)	Cary Tope-McKay	Registration No. (Attorney/Agent)	41,350	Telephone
Signature			Date	11/30/2002

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# FEE TRANSMITTAL for FY 2002

Patent fees are subject to annual revision.

**TOTAL AMOUNT OF PAYMENT** (\$ 200.00)

Complete If Known	
Application Number	09/801,536
Filing Date	10/18/1999
First Named Inventor	Straton
Examiner Name	Mar
Group Art Unit	
Attorney Docket No.	CSI001

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DEC 12 2002

METHOD OF PAYMENT		FEE CALCULATION (continued)																																																																																																																																					
<p>1. <input type="checkbox"/> The Commissioner is hereby authorized to charge indicated fees and credit any overpayments to:</p> <p>Deposit Account Number <input type="text"/></p> <p>Deposit Account Name <input type="text"/></p> <p><input type="checkbox"/> Charge Any Additional Fee Required Under 37 CFR 1.16 and 1.17</p> <p><input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27</p>		<p>3. 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SUBMITTED BY		Complete (if applicable)	
Name (Print/Type)	Cary Tope-McKay	Registration No. (Attorney/Agent)	41,350
Signature		Date	11/30/2002

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PTO/SB/22 (8-00)

Approved for use through 10/31/2002. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PETITION FOR EXTENSION OF TIME UNDER 37 CFR 1.136(a)		Docket Number (Optional) CSI001
	In re Application of <b>Straton</b>	
	Application Number <b>09/801,536</b>	Filed 3/8/2001
	For <b>Truck for Skateboards</b>	
	Group Art Unit <b>3618</b>	Examiner Mar, Michael Y.

#13  
Latg TM  
1-7-03  
JRW

This is a request under the provisions of 37 CFR 1.136(a) to extend the period for filing a reply in the above identified application.

The requested extension and appropriate non-small-entity fee are as follows  
(check time period desired):

- |  |           |
|--|-----------|
| <input type="checkbox"/> One month (37 CFR 1.17(a)(1))             | \$ _____  |
| <input checked="" type="checkbox"/> Two months (37 CFR 1.17(a)(2)) | \$ 400.00 |
| <input type="checkbox"/> Three months (37 CFR 1.17(a)(3))          | \$ _____  |
| <input type="checkbox"/> Four months (37 CFR 1.17(a)(4))           | \$ _____  |
| <input type="checkbox"/> Five months (37 CFR 1.17(a)(5))           | \$ _____  |
- Applicant claims small entity status. See 37 CFR 1.27. Therefore, the fee amount shown above is reduced by one-half, and the resulting fee is: \$ 200.00
- A check in the amount of the fee is enclosed.
- Payment by credit card. Form PTO-2038 is attached.
- The Commissioner has already been authorized to charge fees in this application to a Deposit Account.
- The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number \_\_\_\_\_  
I have enclosed a duplicate copy of this sheet.

I am the  assignee of record of the entire interest.

- applicant.  
 attorney or agent of record.  
 attorney or agent under 37 CFR 1.34(a).  
 Registration number if acting under 37 CFR 1.34(a) \_\_\_\_\_

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DEC 12 2002  
GROUP 3600

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11/30/2002

Date

Signature

Cary Tope-McKay

Typed or printed name

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

12/11/2002 REMINDER 00000070 09801536

01 FC:2252

200.00 OP

# **Exhibit 25**

FROM :

FAX NO. : 5096626665

Dec. 26 2002 02:36PM PB

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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-7-03  
yw

GROUP: 3618

5 EXAMINER: MAR, MICHAEL Y.

IN RE APPLICATION OF: NEIL STRATTON

APPLICATION No.: 09/801,536

10 FILED: MARCH 8, 2001

TITLE: TRUCK FOR SKATEBOARDS

United States Patent and Trademark Office

15 ATTN: Michael Y. Mar

BOX RESPONSES

Washington, D.C. 20231

FAX RECEIVED

DEC 26 2002

OFFICIAL

GROUP 3600

Dear Examiner:

20 This communication is responsive to the office action dated July 22, 2002. The Applicant respectfully request that the Examiner enter the following amendments and consider the following remarks.

**AMENDMENTS AND REMARKS****In the Claims:****35 U.S.C. 112**

The Examiner rejected Claim 1-7 and 9-11 under 35 U.S.C. 112, second paragraph as indefinite for failing to particularly point out and distinctly claim the subject matter, which the applicant regards as his invention. The Applicant wishes to correct the particular indefiniteness issues noted by the Examiner and to enter several changes which aid in particularly pointing out and distinctly claiming the subject matter of the present invention. It is believed that these modifications do not add new matter to the description, but serve to clarify that which has been disclosed. Therefore, the Applicant respectfully requests that the Examiner enter the following amendments, which the Applicant believes will place the rejected claims in allowable form while also providing clarity to that which is claimed. The amendments to the claims are provided in Appendix A1: Marked Claims Showing Changes Made and Appendix A2: Clean Claims.

**15 With Regard to Claim 1**

The Examiner stated that in Claim 1, there is a lack of antecedent basis for "the skateboard" in line 3, "the swivel" in line 9, and "the front end" in line 10. Claim 1 was also rejected because the recitation "in two degrees of freedom" is unclear as to its meaning. The Applicant notes that in the response to the election requirement dated May 2, 2002, Claim 1 was erroneously amended to change the word "bushing" to the word "sleeve." Therefore, the Applicant requests that the following amendments be made to Claim 1 in order to overcome the rejection under 35 U.S.C. 112 and to further clarify that which the Applicant claims:

- 1) In line 3, delete "a swivel member" and add "an arm";
- 25 2) In line 3, add "in an inclined manner" after the word "attached";
- 3) In line 3, delete the first occurrence of the word "the" and replace with the word "an";

- 4) In line 3, delete the second occurrence of the word "the" and replace with the word "a";
- 5) In line 3, delete "having a pair of wheels mounted to opposite ends thereof";
- 6) In line 3, delete the word "to" and replace with the word "with";
- 7) In line 3, delete the word "about" and insert the words "deck having";
- 8) In line 4, after the word "skateboard" add the word "truck";
- 9) In line 5, delete the word "to" and replace with the word "with";
- 10) In line 6, delete "swivel member" and add "arm";
- 11) In line 6, delete the second occurrence of the word "to" and replace with the word "with";
- 12) In line 7, delete "sleeve" and insert "bushing";
- 13) In line 8, after the word "skateboard" add the word "truck";
- 14) In line 8, delete "swivel member" and add "arm";
- 15) In line 8, delete "sleeve" and replace with the word "bushing";
- 16) In line 9, insert "independently adjustable" after the word "provide";
- 17) In line 9, delete the phrases "front end of the" and "in two degrees of freedom"; and
- 18) In line 9, add the words "truck about two axes of freedom" after "skateboard".

With Regard to Claim 2

20 In accordance with the amendments to Claim 1, the Applicant requests that the Examiner enter the following amendments to Claim 2:

- 1) In line 1, delete "swivel member" and add "arm";
- 2) In line 1, delete the word "to" and replace with the word "with";
- 3) In line 2, delete "perpendicular to" and replace with "of"; and

- 4) In line 3, add the words "relative to the skateboard deck" after the word "axis".

With Regard to Claim 3

5 The Examiner's rejection to Claim 3 is based on the recitation of "the skateboard's plane" which, as the Examiner notes, is vague and unclear since the plane has not previously been defined. As such, in accordance with the amendments to Claim 1, the Applicant requests that the Examiner please amend Claim 3 as follows:

In line 2, please delete "skateboard's plane" and replace with the words "skateboard deck".

10 With Regard to Claim 4

As in Claim 3, the Examiner rejected Claim 4 stating that "the skateboard's plane" is vague and unclear. Accordingly, the Applicant requests that the Examiner please enter the following amendment to overcome the rejection:

15 In line 2, please delete "skateboard's plane" and replace with the words "skateboard deck".

With Regard to Claim 5

The Applicant requests that the Examiner enter following amendment:

In line 1, insert the word "to" following the word "relative".

With Regard to Claim 6

20 In accordance with the requested amendment to Claim 1, the Applicant requests that the Examiner amend Claim 6 as follows:

1. In line 1, add a "," after the number 2;
2. In line 2, delete the word "swivel member" and replace with the word "arm";

3. In line 3, delete both occurrences of the word "swivel member" and replace with the word "arm".

With Regard to Claim 8

The Applicant requests that the following amendments be entered to Claim 8 in order to more particularly point out and distinctly claim the subject matter which the Applicant claims as the present invention:

- 1) In line 2, insert the word "deck" following the word "skateboard";
- 2) In line 3, delete "and rotatable" and add "wherein the arm is pivotally attached in an inclined manner";
- 10 3) In line 4, delete the words "having a pair of wheels at opposite ends thereof" and add a "," after the first occurrence of the word "axle";
- 4) In line 5, delete "rotatable" and add "pivotally attached in an inclined manner";
- 5) In line 7, before "pivoting" insert "independently adjustable"; and
- 15 6) In line 7, delete "front end of the" and add "truck" after the word "skateboard".

With Regard to Claim 9

The Examiner rejected Claim 9 noting that in line 2, the phrase "inclined bearing surface perpendicular to the second pivot axis" is incorrect because the inclined bearing surface is actually perpendicular to the first pivot axis. The Applicant requests that the claim be amended to correct this error to overcome the rejection. Therefore, please enter the following amendments:

- 1) Delete "first" and replace with "second" in line 2 of the claim;
- 2) Delete "perpendicular to" and replace with the word "of" in line 2; and
- 25 3) Add the words "relative to the skateboard deck" after the word "axis" in line.

With Regard to Claim 10

In order to provide further consistency with the amendments to Claim 8, the Applicant requests that the Examiner enter the following amendment:

In line 2, please delete "skateboard's plane" and replace with "skateboard deck".

With Regard to Claim 11

5 As in Claim 10, please enter the following amendment to Claim 10:

In line 2, please delete the "skateboard 's plane" and replace with "skateboard deck".

35 U.S.C. § 102(b)

The Examiner rejected Claims 1 and 8 under 35 U.S.C. 102(b) as being  
10 anticipated by Pracas 5,522,620. The rejection is based upon Pracas' disclosure of a skateboard truck comprising a swivel member 12 adapted to be attached to the underside of a skateboard by a pivot member 16 for pivotal movement about a first pivot axis, an axle 84 having a pair of wheels mounted at opposite ends of the axle, a support member 84 for attaching the axle to the swivel member, and a resilient sleeve circumferentially disposed about the support member.

In order to establish a prima facie case of anticipation, the Examiner must set forth an argument that provides: 1) a single reference; 2) that teaches or enables; 3) each of the claimed elements (as arranged in the claim); 4) either expressly or inherently; and 5) as interpreted by one of ordinary skill in the art. The invention disclosed by the  
20 Applicant possesses an arm 62 of a pivoting member 12 which is pivotally attached in an inclined manner to an underside of a skateboard. This inclination is an advantageous and novel feature of the present invention. Thus, in light of Amendment 2 to Claim 1 and Amendment 2 to Claim 8, as provided in the section entitled "Amendments and Remarks," the Applicant believes that the subject matter of the claims is novel, and  
25 respectfully requests that the Examiner withdraw the rejection of these claims under 35 U.S.C. §102(b) (see Appendix A1: Marked Claims Showing Changes Made and Appendix A2: Clean Claims for a detailed description of the amended claims). More

particularly, in consideration of the amended claims, Pracas ('620) fails to teach or enable each of the claimed elements of the Applicant's invention; specifically, the inclination as taught by the Applicant. The Examiner has not presented any prior art that include or suggest an incline feature as presented in the present invention. Furthermore, the  
5 Applicant believes it improper to reject claims under 35 U.S.C. §103(a) on the basis of personal knowledge alone by implying a feature that is not supported by the prior art (see MPEP §2144.03 (8th ed., 2001). Thus, given the Examiner's rejection as discussed herein, the Applicant believes that the arguments and the amendments provided render the rejected claims allowable. The Applicant wishes to note that although the Examiner  
10 states that this feature is present or is well-known in the art, the Examiner has neither provided any reference as evidence of this assertion, and should this rejection be maintained, the Applicant wishes the Examiner to present a reasoned affidavit in this regard, as required by 37 CFR 1.104(d)(2).

35 U.S.C. § 103(a)

15 With Regard to Claims 2-5 and 9-12

The Examiner rejected Claims 2-5 and 9-12 under 35 U.S.C. 103(a) as being unpatentable over Pracas 5,522,620. The rejection is based on the Examiner's contention that at the time the present invention was made, it would have been obvious to one of ordinary skill in the art to provide the base with an inclined surface for mounting the  
20 swivel member thereto in order to enhance the centering effect of the truck assembly. In order to establish a prima facie case of obviousness under 35 U.S.C. 103, the Examiner must set forth arguments that provide (1) one or more references (2) that were available to the inventor and (3) that teach the invention in question as well as (4) a suggestion to combine or modify the references and (5) the combination or modification of which  
25 would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art. Further, "If the proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no

suggestion or motivation to make the proposed modification." *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). Also, "If the proposed modification or combination of the prior art would change the principle of operation of the prior art invention being modified, then the teachings of the references are not sufficient to render 5 the claims *prima facie* obvious." *In re Ranti*, 270 F.2d 810, 123 USPQ 349 (CCPA 1959).

The rejected claims disclose a pivoting member attached to the underside of the skateboard about a base having an inclined bearing surface of a first axis relative to a skateboard deck. The invention in Pracas ('620), fails to teach the use of any type of 10 inclined surface, and the Examiner has not provided any additional art which does teach the use of such. The present invention's use of an inclined bearing surface, in fact, provides a wide array of advantages over the invention disclosed in Pracas ('620) that render the inclusion of the inclined bearing surface in the present invention a significant, non-obvious improvement over the prior art.

15 For example, the truck of Pracas ('620) comprises a conventional truck mounted on to a pivotal member 12. This pivotal member 12 is coupled to the nose of the deck 102 of the skateboard about a bearing member which rotates along a lateral plane parallel to the orientation of the skateboard's deck 102. A pair of stop members 79 limit the 20 pivotal motion between two extreme positions (column 4, lines 45-47; 55-57). A locking member 46 is also used to stop the rotation and thereby return the truck of Pracas ('620) to the conventional configuration (column 3, lines 54-56).

The Examiner contends that the inclined surface 28 for mounting the arm 14 of 25 the present invention thereto is for the purpose of enhancing "the centering effect of the truck assembly." However, the purpose of the inclined surface 28 in the Applicant's invention, in fact, makes the skateboard less centered. As a rider of a skateboard incorporating the inclined surface 28 stands and bears laterally upon the deck, the rider's weight is distributed over the center while further being dispersed downward to either side of the deck. This permits the skateboard to dip down and inward toward the center

of a turn, thereby distributing the weight of the rider toward the inside of the turn. If the angle of the incline were reversed, it would provide enhanced centering, but the resulting motion would make the board difficult to turn and less controllable by the rider. Thus, the lack of an incline in the bearing surface in Pracas ('620), actually provides more 5 centering effect than is offered by the present invention which, as noted, makes use of an inclined bearing surface 28 that does not provide for enhanced centering properties.

Additional advantages of the present invention over the prior art also exist. For instance, because the bearing member 16 of Pracas ('620) is parallel to the skateboard's deck, lateral weight shifts exert almost no leverage upon the pivotal member 12 when the 10 member is near the center of its range of motion. Furthermore, when the pivotal member 12 rotates towards its extreme positions (defined by stop members 79), the skateboarder's lateral weight exponentially imposes more leverage on the pivotal member 12, which leads to potential over steering of the skateboard and loss of control. On the other hand, the Applicant's use of the inclined bearing surface 28 distributes the amount of torque on 15 the pivoting member along the continuum between the extremities of its range. In addition, the inclined bearing surface 28 also serves to more evenly distribute the turning load between the arm 14 and the hanger 16. While these are great advantages in the present invention, Pracas ('620), as mentioned, does not require the use of an incline. This is because the support member 84, which is analogous to the Applicant's hanger 16, 20 provides for sufficient lateral movement and for turning. This turning effect predisposes the pivotal member 12 to begin its rotation, even from the center position, compensating for the absence of any inclination in its bearing surface. Furthermore, the lateral weight shift as presented in Pracas ('620), creates too much torque upon the arm 62 of the pivoting member 14 and thus causes jerkiness and loss of control. The truck of the 25 present invention, however is attached to the skateboard such that the arm 62 of the pivoting member 14 extends forward, restoring the wheels to a central position as the skateboard moves forward, thereby aligning the pivoting member 14 with the direction of movement. Therefore, as taught by the instant invention, the pivoting member 14 acts to self-correct or to automatically center itself, which inherently provides increased stability, 30 especially as the skateboard travels at higher speeds.

Thus, based on the aforementioned advantages and the lack of prior art to this effect, the Applicant respectfully disagrees with the Examiner's position that the use of an inclined bearing surface of the first pivot axis relative to the skateboard's deck would have been obvious to one skilled in the art at the time of the present invention, and  
5 requests that the rejection of Claims 2-5 and 9-12 be withdrawn.

With regard to Claims 6, 7, 13, and 14

In light of the arguments and amendments presented for Claims 1 and 8, Claims 6, 7, 13, and 14, which depend therefrom, are believed allowable. However, even without the above noted arguments and amendments, a careful review of Pracas ('620) and  
10 Boardman 565,718 reveals a combination of art which fails to teach or suggest the present invention. The system disclosed by Boardman ('718) makes use of a notched cam G' and a spring-loaded pin D. This system creates an indexed locking mechanism, without any effect in either direction of rotation past center. The adjustment feature simply controls how easily rotation can be wrested from the center locked position. The  
15 spring system 50 of the present invention, however, is designed to perform in the opposite manner in many ways. First, regarding the center indexing qualities, the spring system 50 taught by the Applicant connects the arm 14 to the base 12 via a link 152. The link connects to the arm 14 with a pivot pin 72. This pivoting union flows freely past center in either direction, while still creating a distinct preference for the arm 14 to  
20 dispose to center. Any indexed locking mechanism as in Boardman ('708) would interrupt the flow of the arm 14 of the present invention past center and create an uneven response in its movement, to the detriment of the skateboard's performance.

Second, the adjustment system of Boardman ('708) is simply a mechanism for controlling the pressure exerted by a pin to hold it in a notch in order to prevent rotation  
25 of the handlebars of a bike from a center position. Adjustment of the spring does not affect the motion of the handlebars when they are rotated such that the pin is not in the notch. The spring system 50 of the present invention, however, offers a control over rotational movement over its entire range. More particularly, the spring system 50 adjusts the turning resistance of the arm 14 by engaging or disengaging the nut plate 156

against the spring 158 by turning the spring adjustment bolt 154. Variation in this adjustment affects the tension along the entire range of the arm 14.

Third, Boardman ('718) does not teach any method for attenuating the extremities of rotational movement. The pin D, as disclosed in Boardman ('708), would simply slide 5 along the circular surface of G on either side of G' without a stopping point. However with the spring system 50 of the present invention, rotation of the arm 14 brings to bear an exponentially increasing pressure on the spring 158 via the rotation of the link 152 towards the extremities of its movement. This movement becomes increasingly difficult and thereby creates a 'soft' stop once the force of the spring becomes greater than the 10 rider can overcome. Thus, in the present invention, adjusting the tension on the spring 158 can effectively adjust the overall range of the arm, as it can be tightened substantially more than can be overcome by a skateboarder.

While all these distinguishing factors of the present invention are very advantageous, it is actually readily apparent why these advantages were overlooked in 15 Pracas ('620). For instance, the trailing arm system provides for a castor effect, which creates a natural centering when the board is in motion. Pracas ('620) states this in his first claim (lines 15-18) "... arranged so that the pivotal member is always oriented with the first end located rearwards of the connecting means when the vehicle is traveling in a forwards direction..." The faster one travels, the more this property is in effect. 20 Additionally, because Pracas ('620) teaches the use of a non-inclined bearing surface, the pivotal member 12 has a greater disposition to favor center than does the arm 14 of the present application, which while rotating on an inclined bearing surface tends to fall downward over center. Pracas ('620) chose instead to use a simple locking device 14. Therefore, Pracas ('620) would not have been as inclined to pursue further centering 25 devices, and, as such, the invention in Boardman ('718), even in consideration of Pracas ('620), is incapable of providing the present invention.

Thus, in light of the present invention's structural and functional dissimilarity to Boardman ('718) as discussed herein, combined with the aforementioned advantages over Pracas ('620), the Applicant respectfully submits that not only would it

be non-obvious to combine the centering mechanism of Boardman ('718) with the swivel member of Pracas ('620) to attain the present invention, it would be impossible and impractical, and that the combination would teach away both from the intended purposes of Pracas ('620) and Boardman ('718) and from the present invention. Therefore the  
5 Applicant respectfully requests that the rejection of Claims 6, 7, 13, and 14 under 35 U.S.C. 103(a) be withdrawn.

In the Specification

The Applicant has also modified the specification in various portions in a manner that the Applicant believes adds clarity to the description. It is believed that these  
10 modifications do not add new matter to the description, but serve simply to correct typographical and grammatical errors as well as to clarify what is disclosed. The amendments to the specification are provided in Appendix B1: Marked Specification Showing Changes Made and Appendix B2: Clean Specification.

In the Drawings

15 Amendments to the drawings are provided in Appendix C1: Marked Drawings Showing Changes Made and Appendix C2: Clean Drawings. The Applicant respectfully requests that the Examiner enter the amendments as shown in the appendices and described herein.

With Regard to Figure 2

20 Figure 2 has been corrected to include a reference to a cavity 46 formed by the plurality of side walls 48, 52, 54, and 56, and the top wall 49 for retaining the spring system 50 of the present invention as noted on page 4, lines 25-26 of the specification.

With Regard to Figure 4

Figure 4 has been amended to include a reference to the lip 83 and the channel 85  
25 as provided in the first complete paragraph on page 5 of the specification.

With Regard to Figure 7

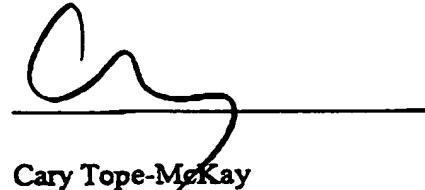
The specification and figures erroneously referenced both the threaded hole and the path of a conventional rear truck as 160. Thus, in accordance with the above noted amendments to the specification, Figure 7 has been amended to references the path of a conventional rear truck with the number "161".

5 **Closing Remarks:**

The Applicant respectfully submits, in light of the above amendments and remarks, that the application and all pending claims are now in allowable condition. The Applicant thus respectfully requests timely allowance of the application. In the event the Examiner wishes to discuss any aspect of this response, or believes that a conversation 10 with either the Applicant or Applicant's representative would be beneficial, the Examiner is encouraged contact the undersigned at the telephone number indicated below.

Respectfully submitted,

15

  
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25

Appendix A1 ~~marked~~ Claims Showing Changes Made

## CLAIMS:

1. (Once amended) A skateboard truck comprising:

an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;

5 an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and

10 a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard truck about two axes of freedom.

Deleted: a swivel  
Deleted: member  
Deleted: to  
Deleted: the  
Deleted: the  
Deleted: about  
Deleted: having a pair of wheels mounted to opposite ends thereof  
Deleted: to  
Deleted: swivel member  
Deleted: to  
Deleted: drove  
Deleted: swivel  
Deleted: sleeve  
Deleted: front end of the  
Deleted: in two degrees of freedom  
Deleted: swivel member  
Deleted: to  
Deleted: perpendicular to

2. (Once amended) The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.

15

3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

Deleted: skateboard's plane

20

4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.

Deleted: skateboard's plane

5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

Appendix A ~~Amended~~ Claims Showing Changes Made

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

Deleted: swivel member  
Deleted: swivel member  
Deleted: swivel member

7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

15 8. (Once amended) A skateboard truck comprising:

a base attachable to the underside of a skateboard deck;

an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;

Deleted: and rotatable

an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and

Deleted: having

Deleted: rotatable

a coupling operatively connected between the base and the arm;

whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

Deleted: front end of the

## Appendix A1. Marked Claims Showing Changes Made

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

Deleted: perpendicular to  
Deleted: second

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

Deleted: skateboard's plane

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

15

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

20

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

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Appendix A ~~Unmarked~~ Claims Showing Changes Made

## Appendix A2: Clean Claims

CLAIMS:

1. (Once amended) A skateboard truck comprising:
  - an arm adapted to be pivotally attached in an inclined manner with an underside of a skateboard deck having a first skateboard truck pivot axis;
  - 5 an axle, the axle being coupled with the arm by a support member secured with the midpoint of the axle; and
  - 8 a resilient bushing circumferentially disposed about the support member for providing a second skateboard truck pivot axis relative to the axle, the arm and bushing being ganged together to provide independently adjustable pivoting of the skateboard truck about two axes of freedom.
  - 10
- C1  
2. (Once amended) The skateboard truck of claim 1, wherein the arm is attached with the underside of the skateboard about a base having an inclined bearing surface of the first pivot axis relative to the skateboard deck.
- 15  
3. (Once amended) The skateboard truck of claim 2, wherein the bearing surface is inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.
4. (Once amended) The skateboard truck of claim 3, wherein the second pivot axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard deck.  
20
5. (Once amended) The skateboard truck of claim 4, wherein the first pivot axis is inclined relative to the second pivot axis at an angle ranging from about 130° to about

## Appendix A2: Clean Claims

160°.

6. (Once amended) The skateboard truck of claim 2, further comprising a spring-loaded linkage having adjustable tension operatively connected between the base and the arm for limiting rotational movement of the arm relative to the base and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

7. (Once amended) The skateboard truck of claim 6, wherein the tension in the linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a portion of the linkage and to plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

15 8. (Once amended) A skateboard truck comprising:  
a base attachable to the underside of a skateboard deck;  
an arm carried by the base wherein the arm is pivotally attached in an inclined manner relative to the base about a first axis;  
an axle, the axle being carried by the arm and pivotally attached in an inclined manner relative to the arm about a second axis; and  
20 a coupling operatively connected between the base and the arm;  
whereby the first and second axes provide independently adjustable pivoting of the skateboard truck in two dimensions.

## Appendix A2: Clean Claims

9. (Once amended) The skateboard truck of claim 8, wherein the base comprises an inclined bearing surface of the first pivot axis relative to the skateboard deck.

10. (Once amended) The skateboard truck of claim 9, wherein the hearing surface is  
5 inclined at an angle ranging from about 10° to about 25° relative to the skateboard deck.

11. (Once amended) The skateboard truck of claim 10, wherein the first axis is inclined at an angle approximately 30° to approximately 60° relative to the skateboard's plane.

10

C  
12. (Once amended) The skateboard truck of claim 11, wherein the second axis is inclined relative the first pivot axis at an angle ranging, from about 130° to about 160°.

13. (Once amended) The skateboard truck of claim 8, wherein the coupling is a  
15 spring-loaded linkage having adjustable tension for limiting rotational movement of the arm relative the base, and biasing the arm towards a position aligned with the longitudinal axis of the skateboard.

14. (Once amended) The skateboard truck of claim 13, wherein the tension in the  
20 linkage is adjusted by engaging a threaded portion of a bolt that extends through a portion of the linkage and a compression spring disposed between a potion of the linkage and a plate, with a threaded aperture on the plate for compressing the spring between the linkage and the plate to spring-load the linkage as the bolt further engages the aperture.

Appendix B1: ~~Marked Specification Showing Changes Made~~TRUCK FOR SKATEBOARDS

## FIELD OF THE INVENTION

5 The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

## BACKGROUND OF THE INVENTION

Conventional skateboards utilize steering mechanisms known as trucks. Typically a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very little.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Patent No. 5,522,620 to Pratas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

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Appendix B1: ~~Marked~~ Specification Showing Changes Made

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight shifting does not bear any leverage upon the pivotal member when the arm is near the center of its range. Further when the pivotal member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the '620 device does not regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

## 15 SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning abilities. Generally speaking, a truck according to this invention comprises an axle having a pair of wheels mounted at opposite ends thereof. A shaft extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shaft on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels

**Appendix B1: Marked Specification Showing Changes Made**

mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

5        The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard on the water.

**DESCRIPTION OF THE DRAWINGS**

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in conjunction with the accompanying drawings wherein:

- 15        Figure 1 is an exploded perspective view of the skateboard truck of the present invention;
- Figure 2 is a cross-sectional side view of the base plate of the truck in Figure 1;
- Figure 3 is a bottom view of the base plate in Figure 2;
- 20        Figure 4 is a cross-sectional side view of the pivoting member of the truck in Figure 1;
- Figure 5 is a cross-sectional side view of the assembled truck in Figure 1;
- Figure 6A is a top view of the truck in Figure 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and fro;
- 25        Figures 6B and 6C are perspective views of the truck in Figure 1 mounted

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onto a skateboard, the vices showing the arcing; lateral movement of the nose of the skateboard as it moves to-and-fro;

Figures 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

5 Figures 7C and 7D are simplified schematic views of the path of motion of the skateboard in Figure 6; and

Figure 8 is a side view of an alternative embodiment of the truck in Figure 1.

**DETAILED DESCRIPTION OF THE INVENTION**

In a preferred embodiment of the invention, there is provided a skateboard truck 10 having, two independently spring-loaded pivoting members. As shown in Figure 1, the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

Referring to Figure 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable 12 construction and made of any suitable material. In a preferred embodiment, the baseplate 12 is cast in A356 prime aircraft grade aluminum rod heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about 3/16 inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto 20 the underside of the skateboard platform.

Referring to Figures 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having a recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs 40 which extend into the recess 32. As shown in Figure 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about

## Appendix B1: Marked Specification Showing Changes Made

10" to about 25", more preferably at about 17°. The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and stop wall 49, forming a cavity 46 in the housing 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

Referring to Figure 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic.

Referring now to Figure 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring back to Figure 1, the arm 62 extends upwardly from the base 60 and comprises a pair of gussets 73 and a cantilevered body 74 having a proximal end 65 and distal end 67. The gussets 73 are triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is an arching structure extending from the gussets 73 at an acute angle 80 (see Figure 4) relative a lateral pedestal base plane 68, preferably at about a 17° angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to Figure 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally includes a counterbore 92 defining a second axis 91

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inclined at all angle preferably about 03° relative to the pedestal base plane 68. Referring now to Figure 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to Figure 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about 40° relative to the second axis 91.

With reference to Figure 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include a pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112, extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

Referring to Figures 1 and 5, the hanger 16 is preferably mounted onto the arm 62 by a kingpin 114 which passes through the eyelet 112 of the platform 110. When assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the arm body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and washer 118 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter. Referring to Figures 1 and 4, in a presently preferred embodiment, the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108

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Appendix B1: ~~Marked~~ Specification Showing Changes Made

engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm

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62.....

The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see Figure 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or spring, -loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm ~~62~~ can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. patent No. 5,263,725 to Gesmer et al., may be used instead of the urethane bushing system.

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The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter.

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The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of bearing plates 138, are displaced between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the first bearing 140 is a steel needle thrust bearing having an outer diameter of about 7/8 inches and an inner diameter of about 1 /2 inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an

## Appendix B1: Marked Specification Showing Changes Made

upper surface 27. The nut 134 is disposed within the housing recess 32 between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

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5 The second bearing 146 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the second bearing 146 is a steel needle thrust bearing having an outer diameter of about 2 3/16 inches and an inner diameter of about 1 1/2 inches. The bearings 140 and 146 function to provide smooth rotation of the pivoting member 14. In alternative embodiments, other means may be used to provide minimal friction between the arm 62 and the base 12, such as ball 10 hearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

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A spring system 50 retained within the housing 44 includes a link 152, a link bolt 154, a spring 158, and a nut plate 156. The link 152 comprises a resilient metal formed in an L-shape, having a first portion 151 extending substantially perpendicular from a second portion 157 that is substantially canted at its distal end. The link 152 is preferably formed from a sheet of stainless steel, but may be of any suitable material having similar material properties. The first portion 151 comprises a bolt opening 155 centrally displaced along the first portion 151. The second portion 157 comprises a link pin opening 153 along its canted distal end.

20 The spring system 50 is coupled to the housing 44 by passing the link bolt 154 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link bolt 154 is Grade 8 steel having a diameter of about 5/6 inches. A threaded portion of the link bolt 154 engages a threaded hole 160 centrally located within the nut plate 156. The spring 158 is preferably a steel heavy-duty compression spring disposed between the nut plate 156 and the first portion 151 of the link 152.

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25 The spring system 50 is coupled to the pivoting member 14 by engaging the link pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50 functions to control the rotational movement of the pivoting member 14. The link 152 is spring-loaded to resist and control rotational movement of the pivoting member 14. By turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the out

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plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion the link bolt 154 is fully engaged with the nut plate 156, the tension in the link 152 will stiffen and the spring system 50 will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion the link bolt 154 is disengaged from the nut plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Patent No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from

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the deck. Figures 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately 30° to 10 60° relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the place of movement, and wherein the Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about 130° to about 160°, more preferably at 140°. The dual pivoting truck 10 enables the nose of 15 the skateboard to move in a side-to-side motion.

Referring to Figures 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear trucks pivot in one dimension symmetrically and in fixed relation, as shown in Figure 7B. A skateboard according to the preferred embodiments of the present invention, 20 utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in Figures 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10 turns on a secondary sinusoidal path 165. As such, the skateboard may trac a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck 25 pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

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The angled configuration of the bearing plane 29 (see Figure 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in Figure 6A-C. The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together. Without the angled bearing plane, lateral weight shift from the center position would bear too little torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning; control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward. Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to Figure 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words, the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the

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urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as all Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

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In alternative embodiments, the base plate of the truck can be altered to any suitable size or shape. An example of a modified embodiment is shown in Figure 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the axle may pivot relative to the pivoting member 14.

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The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.

## Appendix B2: Clean Specification

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TRUCK FOR SKATEBOARDS**FIELD OF THE INVENTION**

5 The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having two independently spring-loaded pivoting members.

**BACKGROUND OF THE INVENTION**

Conventional skateboards utilize steering mechanisms known as trucks. Typically a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system, commonly urethane bushings, to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board, and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is very little.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation is described in U.S. Patent No. 5,522,620 to Pracas.

In this prior art device, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing member which rotates along a plane parallel to the direction of motion. A pair of stop members are shown that limit the pivotal movement between two extreme positions. Further, a locking member maybe engaged to stop any rotation, thus returning the truck to a conventional configuration.

## Appendix B2: Clean Specification

Although the '620 device provides a second pivot, the lateral plane of pivotal rotation merely provides the front of the skateboard with a side to side movement. Because the axis of rotation is parallel to the direction of motion, lateral weight slinging does not bear any leverage upon the pivotal member when the arm is near the center of its range. Further when the pivotal member rotates towards its extreme positions, the skaters' lateral weight imposes exponentially more leverage upon the member causing overturning and loss of control. Additionally, the '620 device fails not regulate the torsional movement of the trailing castor. A strong bias to center is desired when performing aerial tricks so as to provide a predictable and stable landing. Further, regulating the rotational movement by a spring system is also important to stabilize the truck at high speeds.

Accordingly, a need exists for an improved truck that provides the user with more control over the torsional movement of the pivoting member and being adjustable for users of varying needs.

## 15 SUMMARY OF THE INVENTION

The present invention provides an improved skateboard truck which pivots about two axes and provides a combination of adjustable lateral stability and enhanced turning abilities. Generally speaking, a truck according to this invention comprises an axle having a pair of wheels mounted at opposite ends thereof. A shaft extends through the center of the axle and is secured thereto on the side of the axle distal from the point of securing the truck to a skateboard. The truck further includes a resilient bushing circumferentially mounted on the shaft on the side of the axle proximal to the point of securing the truck to the skateboard for providing a first pivot axis about the axle, and a swivel connected to the axle and adapted to be pivotally attached to the underside of the skateboard about a second pivot axis. The swivel and the bushing are ganged together to provide pivoting of a skateboard in two dimensions.

In a presently preferred embodiment of the invention the skateboard truck includes a base attachable to the underside of a skateboard and an arm carried by the base and rotatable relative to the base about a first axis. An axle having a pair of wheels

**Appendix B2: Clean Specification**

mounted at opposite ends thereof is carried by the arm and the axle is rotatable relative to the arm about a second axis. A spring-loaded linkage is operatively connected between the base and the arm for limiting the rotational motion of the arm and biasing the arm towards a rest position aligned with the skateboard's direction of movement.

5        The improved skateboard truck is preferably attached to the front of the skateboard, while a conventional truck is fastened to the rear. Because of the improved capabilities of the present invention the skateboarder is able to propel the skateboard by shifting the nose of the skateboard from side-to-side, lumber, the present invention enables the rider to smoothly navigate the front of the skateboard to-and-fro and complete sharp turns at a rider controlled rate. As such, the skateboard closely simulates the dynamics of a surfboard on the water.

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**DESCRIPTION OF THE DRAWINGS**

These and other features and advantages of the present invention will be better understood by reference to the following detailed description when considered in conjunction with the accompanying drawings wherein:

- 15        Figure 1 is an exploded perspective view of the skateboard truck of the present invention;
- Figure 2 is a cross-sectional side view of the base plate of the truck in Figure 1;
- Figure 3 is a bottom view of the base plate in Figure 2;
- 20        Figure 4 is a cross-sectional side view of the pivoting member of the truck in Figure 1;
- Figure 5 is a cross-sectional side view of the assembled truck in Figure 1;
- Figure 6A is a top view of the truck in Figure 1 mounted onto a skateboard, the view showing the arcing, lateral movement of the nose of the skateboard as it moves to-and fro;
- 25        Figures 6B and 6C are perspective views of the truck in Figure 1 mounted

## Appendix B2: Clean Specification

onto a skateboard, the vices showing the arcing; lateral movement of the nose of the skateboard as it moves to-and-fro;

Figures 7A and 7B are simplified schematic views of the path of motion of a conventional skateboard;

5 Figures 7C and 7D are simplified schematic views of the path of motion of the skateboard in Figure 6; and

Figure 8 is a side view of an alternative embodiment of the truck in Figure 1.

#### DETAILED DESCRIPTION OF THE INVENTION

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10 In a preferred embodiment of the invention, there is provided a skateboard truck 10 having, two independently spring-loaded pivoting members. As shown in Figure 1, the truck 10 comprises a baseplate 12, a pivoting member 14, and a hanger 16.

15 Referring to Figure 1, the baseplate 12 comprises a casting forming a base 20, a bearing platform 26, and a housing 44. The baseplate can be of any suitable 12 construction and made of any suitable material. In a preferred embodiment, the baseplate 12 is cast in A356 prime aircraft grade aluminum rod heat treated to Rockwell T-6. In alternative embodiments the baseplate 12 may be cast or forged of any formable high strength metal or plastic. The base 20 is a substantially rectangular plate having a finite thickness, for example about 3/16 inches, a rear tapered portion 25, and plurality of apertures 22. The apertures 22 are suitably configured for mounting the baseplate 12 onto 20 the underside of the skateboard platform.

Referring to Figures 2 and 3, the bearing platform 26 projects upward, and substantially oblique, from the one end of the base 20. The platform 26 comprises a circular body having at recess 32 formed on its underside by a circular periphery 42 having an inner surface 34. The recess 32 includes a pair of parallel and spaced apart ribs 25 40 which extend into the recess 32. As shown in Figure 2, the bearing platform 26 is defined by an upper surface 27, which runs parallel to a bearing plane 28. The bearing plane 28 is defined at an angle oblique to a lateral plane 24 of base 20, preferably at about

## Appendix B2: Clean Specification

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10" to about 25", more preferably at about 17°. The upper surface 27 comprises a central bore 30, defining a first axis 36, substantially perpendicular to the bearing plane 28, and a semicircular notch 38.

The housing 44 projects upward, and substantially perpendicular from the base 5 20, and is integral with the bearing platform 26. The housing 44 includes a plurality of sidewalls 48, 52, 54, and 56, and atop wall 49, forming a cavity 46 in the housing; 44 for retaining a spring system, as discussed in detail below. Sidewall 48 comprises a circular opening 58 for receiving a bolt.

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Referring to Figure 1, the pivoting member 14 comprises a casting forming a cylindrical pedestal 60 having a unite thickness, and an elongated arm 62. The pivoting member 14 can be of any suitable construction and made of any suitable material. To a preferred embodiment, the pivoting member 14 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivoting member 14 may be cast or forged of any formable high strength metal or plastic. 10 15 Referring now to Figure 4, the pedestal 60 includes a circular notch 64 formed about its base portion, and an orifice, 66. A boss portion 70 supporting a link pin 72 extends downwardly from a base portion of the pedestal 60. Referring back to Figure 1, the arm 62 extends upwardly from the base 60 and comprises a pair of gussets 73 and a cantilevered body 74 having a proximal end 65 and distal end 67. The gussets 73 are 20 triangular in shape and disposed in parallel along the proximal end 65 of the body 74. The gussets 73 are integrally formed with the pedestal 60, forming a void 78 which defines a top surface 63 of the pedestal 60.

The body 74 is an arching structure extending from the gussets 73 at an acute angle 80 (see Figure 4) relative a lateral pedestal base plane 68, preferably at about a 17° angle. A lip 83 is formed along the top surface of the body 74, forming a bearing surface 87. A channel is formed adjacent to bearing surface 87, into which a plurality of stiffening ribs 95 extend. Referring to Figure 4, a groove 84 formed in the underside of the body 74 comprises a second series of stiffening ribs 86, which extend into the groove 84. The body 74 additionally includes a counterbore 92 defining a second axis 91

## Appendix B2: Clean Specification

D inclined at all angle preferably about  $30^\circ$  relative to the pedestal base plane 68. Referring now to Figure 1, the body 74 further includes a blind hole 88 lined with a urethane cup 90. Referring back to Figure 4, the blind hole 88 defines a third axis 89 inclined at an angle preferably about  $40^\circ$  relative to the second axis 91.

5 With reference to Figure 1, the hanger 16 comprises a casting forming a body portion 100 and end portions 102 extending outwardly from the body portion 100 in opposite directions. The hanger 16 can be of any suitable construction and made of any suitable material. In a preferred embodiment, the hanger 16 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the  
10 hanger 16 maybe cast or forged of any formable high strength metal or plastic. The end portions 102 include a pair of concave channels on their undersides. Axle rod 104 extending from end portions 102 carry the skateboard wheels mounted on threaded ends 106. The hanger 16 further includes a pivot pin 108 extending downwardly from a central region of the body portion 100. A platform 110 having a cut-out 109 and an eyelet 112,  
15 extends laterally from a central region of the body portion 100, opposite the pivot pin 108. As would be recognized by one skilled in the art, the construction of the hanger body can be modified as desired.

D Referring to Figures 1 and 5, the hanger 16 is preferably mounted onto the arm 62 or support member by a kingpin 114 which passes through the eyelet 112 of the platform 110. When  
20 assembled, the king pin 114 extends through a first bushing 120 disposed between the platform 110 and the arm body 74. The king pin 114 further extends through a second bushing 122 and a flat washer 118 seated within the cut-out 109, disposed between a fastening nut 116 and a top surface of the platform 110. The king pin 114, nut 116, and washer 118 can be of any suitable type or construction and made of any suitable material.  
25 In a preferred embodiment, the king pin 114, washer 118 and nut 116 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter. Referring to Figures 1 and 4, in a presently preferred embodiment, the first and second bushings 120 and 122 are urethane. The bolt head 124 of the king pin 114 is displaced on the underside 84 of the body 74, between the plurality of ribs 86, such that the kingpin 114 does not  
30 rotate as the nut 116 engages a threaded portion of flicking pin 114. The pivot pin 108

## Appendix B2: Clean Specification

engages the pivot cup 90 within the aperture 88 to align the hanger 16 relative to the arm 62.

The compliant properties of the bushings 120 and 122 allows the hanger 16 to pivot about a longitudinal axis 170 (see Figure 5) in conventional fashion, when a sufficient load is applied to an end portion 102 of the hanger 16. As such, the hanger 16 functions as a first resilient, or spring, -loaded pivoting member. As will be recognized by one skilled in the art, the mounting of the hanger 16 to the arm 62 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. patent No. 5,263,725 to Gesmer et al., may be used instead of the urethane bushing system.

b1  
The pivoting member 14 is preferably mounted onto the baseplate 12 is by a pivot bolt 130 which passes through the pedestal orifice 66 of the pivoting member 14. When assembled, the pivot bolt 130 extends through a nut 134, a bronze bushing 136, a pair of bearing plates 138, a first bearing 140, and a flat washer 142. The pivot bolt 130, nut 134, and washer 142 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the pivot bolt 130, nut 134, and washer 142 are fabricated from steel having conventional dimensions, preferably about 3/8 inches in diameter.

The pivoting member 14 is assembled onto the baseplate 12 such that the boss 70 engages the semicircular notch 38. The washer 142 and the first bearing 140, which is sandwiched between a pair of hearing plates 138, are displaced between the pivot bolt head 132 and the pedestal top surface 63. The first bearing 140 can be of any suitable type or construction and made of any suitable material. In a preferred embodiment, the first bearing 140 is a steel needle thrust hearing having an outer diameter of about 7/8 inches and an inner diameter of about 1 /2 inches. The bronze bushing 136 comprises an inner aperture suitable for receiving the pivot bolt 130 and is disposed within the aperture 66 to provide minimum friction between the pivoting member 14 and the pivot bolt 130. A bearing assembly comprising a second bearing 146 sandwiched between a pair of bearing washers 144, is disposed with the circular notch 64 in between the pedestal 60 and the an

## Appendix B2: Clean Specification

upper surface 27. The nut 134 is disposed within the housing recess 32, between the pair of ribs 40, such that the nut 134 is confined and can not rotate as the nut 134 engages a threaded end portion of the pivot bolt 130.

The second bearing 146 can be of any suitable type or construction and made of  
5 any suitable material- In a preferred embodiment, the second bearing 146 is a steel  
needle thrust bearing having an outer diameter of about 2 3/16 inches and an inner  
diameter of about 1 1/2 inches. The bearings 140 and 146 function to provide smooth  
rotation of the pivoting member 14. In alternative embodiments, other means may be  
used to provide minimal friction between the arm 62 and the base 12, such as ball  
10 hearings, oil impregnated bronze plain bearings, flexures (flexible structures), or the like.

b1  
A spring system 50 retained within the housing 44 includes a link 152, a link bolt  
154, a spring 158, and a not plate 156. The link 152 comprises a resilient metal formed in  
an L-shape, having a first portion 151 extending substantially perpendicular from a  
second portion 157 that is substantially canted at its distal end. The link 152 is preferably  
15 formed from a sheer of stainless steel, but may be of airy suitable material having similar  
material properties. The first portion 151 comprises a bolt opening 155 centrally  
displaced along the first portion 151. The second portion 157 comprises a link pin  
opening 153 along its canted distal end.

The spring system 50 is coupled to the housing 44 by passing the link bolt 154  
20 through the circular and bolt openings 58 and 155. In a preferred embodiment, the link  
bolt 154 is Grade 8 steel having a diameter of about 5/6 inches. A threaded portion of the  
link bolt 154 engages a threaded hole 160 centrally located within the nut plate 156. The  
spring 158 is preferably a steel heavy-duty compression spring disposed between the nut  
plate 156 and the first portion 151 of the link 152.

25 The spring system 50 is coupled to the pivoting member 14 by engaging the link  
pin 72 with the link opening 153 on the canted end of the link 152. The spring system 50  
functions to control the rotational movement of the pivoting member 14. The link 152 is  
spring-loaded to resist and control rotational movement of the pivoting member 14. By  
turning the link bolt 154 clockwise, the threaded portion of the bolt 154 engages the out

## Appendix B2: Clean Specification

plate 156 and compresses the spring 158. The spring 158 then applies a spring load to the first portion 151 of the link 152, and further, stiffens the resilient movement or tension in the link 152. Thus, if the threaded portion the link bolt 154 is fully engaged with the nut plate 156, the tension in the link 152 will stiffen and the spring system 50 will constrain the pivoting member 14 from rotational translation, thereby increasing the turning resistance likewise, as the threaded portion the link bolt 154 is disengaged from the nut plate 156, the pivoting member 14 is increasingly free to rotate about the perimeter defined by the semicircular slot 38, as the spring system 50 would exert minimal spring load on the link pin 72, thereby loosening the turning resistance.

10        The frictionless properties of the bearings 140 and 146 allow the pivoting member 14 to pivot about the first axis 36 in a plane oblique to the direction of movement when a sufficient side load is applied on the arm 62. The spring system 50 applies a spring-load on the, pivoting member 14, limiting the rotational translation of the pivoting member 14.

15        In accordance with the preferred embodiments above, the hanger 16 functions as a first resilient or spring-loaded pivoting member. Similarly, the pivoting member 14 functions as a second resilient or spring-loaded pivoting member. As would be recognized by one skilled in the art, the mounting of the pivoting member 14 to the baseplate 12 and coupling the pivoting member 14 to the spring system 50 can be modified as desired. For example, a urethane bushing, leaf spring or extension spring system with non-indexed centering properties may be used in place of the compression spring system.

20        In operation, the present invention is ideal for turning; a skateboard at a parabolic rate. To perform this function, the improved truck 10 is provided at the front of the skateboard while a conventional truck is provided at the rear. An example of such a conventional truck is provided in U.S. Patent No. 3,945,655, the disclosure of which is incorporated herein by reference. The skateboard is navigated by a rider standing on its deck, by shifting his/her weight from side to side such that it moves in a forward direction. The rider can propel the skateboard forward without removing his/her feet from

## Appendix B2: Clean Specification

the deck. Figures 7C and 7D show the serpentine motion of the path of the front truck, which is depicted as 165, as it weaves over the path of a conventional rear truck, depicted as 161. It is this difference in frequency between the two sinusoidal paths that is the basis for forward propulsion of the skateboard. In accordance with the present invention, the rear truck becomes a relative point from which the front truck may pivot, and such dynamics acts to poll the board forward, as will be described in further detail later.

b1 b  
10 The improved maneuvering capabilities of a skateboard incorporating the truck 10 is accomplished by the dual pivoting characteristics of the truck 10. The resilient bushings 122 and 120 facilitate a first pivoting axis 170 inclined at approximately 30° to 60° relative to the plane of movement. The pivoting member 14 provides a second pivoting axis substantially oblique to the place of movement, and wherein the. Second pivoting axis is inclined relative the first pivot axis at an angle preferably at about 130° to about 160°, more preferably at 140°. The dual pivoting truck 10 enables the nose of 15 the skateboard to move in a side-to-side motion.

D  
Referring to Figures 7A, skateboards using a pair of "conventional" trucks 11 turn together at a constant rate along primary sinusoidal path 161. Both front and rear trucks pivot in one dimension symmetrically and in fixed relation, as shown in Figure 7B. A skateboard according to the preferred embodiments of the present invention, 20 utilizes an improved front truck 10 in combination with a "conventional" rear truck 11. According to this embodiment, as shown in Figures 7C and 7D, the rear "conventional" truck 11 turns on the primary path 161, while simultaneously, the front truck 10 turns on a secondary sinusoidal path 165. As such, the skateboard may trace a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck 25 pivots in one dimension and the front truck pivots in two dimensions, in contrast to the fixed relation provided by a skateboard utilizing a pair of conventional trucks. The asymmetric properties of the improved skateboard enables the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

## Appendix B2: Clean Specification

The angled configuration of the bearing plane 29 (see Figure 5) defines the plane of movement of the nose of the skateboard to-and-fro as an arc illustrated in Figure 6A-C. The arcing lateral movement of the nose provides secondary torquing on the pivoting member 14, in addition to the torque created by weight shift, allowing the rider to turn the skateboard with minimal effort. Additionally, the arcing lateral movement of the nose enables the rider to "carve" the skateboard in a forward serpentine motion as the user twists or shifts his/her weight back and forth, increasing the angle of the plane 28 increases the amount of secondary torque that the rider can apply to the pivoting member 14 by shifting his/her weight from one side to the other. As such, the truck of present invention is improved over trucks of the prior art, as it balances the combination of torque upon the arm 62 created by the lateral weight shifting of the user during the side-to-side movement of the skateboard, so that the two movements can work smoothly together. Without the angled bearing plane, lateral weight shift from the center position would bear too little torque upon the rotation of the arm 62. Conversely, lateral weight shift created upon the arm 62 in a turning position bears too much torque. This imbalance causes jerkiness and loss of turning control.

In use, the truck 10 is attached to the skateboard platform such that the arm 62 of the pivoting member 14 extends rearward. This configuration causes the truck 10 to restore the truck wheels to their center position as the skateboard propels forward. Analogous to a shopping cart, where the wheels are behind the pivot point, the forward movement of the skateboard tends to align the pivoting member 14 with the direction of movement. Thus, the pivoting member 14 acts to automatically center, or self correct itself, providing stability to the truck 10 as the skateboard travels at higher speeds.

Referring to Figure 5, the spring system 50 functions to provide the truck 10 with additional self-centering capabilities. The spring-loaded link 152 constantly acts upon the link pin 72 to return the truck 10 to its center position. As such, the spring system 50 creates a "non-indexing" center. In other words, the user can push the front of the board from one side to another smoothly past the truck's center position, mimicking the non-biased dynamics of a surfboard. Additionally, the spring system 50 creates a resistance against the arm 62 that correlates to the resistance against the hanger provided by the

## Appendix B2: Clean Specification

urethane bushings 120 and 122.

Furthermore, a rider performing an aerial trick, such as all Ollie, can return the board back to the ground confidently, as the spring system 50 returns the truck 10 firmly back to a conventional orientation upon landing of the board. Thus, the present invention further overcomes the inherent problems of pivoting tricks of the prior art.

A user may adjust the amount of "freedom" of pivotal resistance of the truck 11 via the link bolt 154. By tightening or loosening the link bolt 154, the user can vary the tension of the spring 158 on the link 152, which in turn, limits the rotational movement of the pivoting member 14. Thus, a beginner can fully engage the link bolt 154, such that

the skateboard becomes very stable. A more advanced rider, can loosen the link bolt 154 to provide more pivotal freedom and increased maneuvering. For example, the present invention enables an advanced rider to complete a sharp U-turn on a sidewalk of conventional dimensions.

In alternative embodiments, the base plate of the truck can be altered to any suitable size or shape. An example of a modified embodiment is shown in Figure 8. In other embodiments, the pivoting member 14 and hanger 16 may be integrated into a single piece. In this embodiment, the integrated pivoting member 14 may include an axle resiliently mounted about all extended portion of the pivoting member 14 such that the axle may pivot relative to the pivoting member 14.

The preceding description has been presented with reference to presently preferred embodiments of the invention. Workers skilled in the art and technology to which this invention pertains will appreciate that alterations and changes in the described structure may be practiced without meaningfully departing from the principal, spirit and scope of this invention.

Accordingly, the foregoing description should not be read as pertaining only to the precise structures described and illustrated in the accompanying drawings, but rather should be read consistent with and as support to the following claims which are to have their fullest and fair scope.

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Dec. 26 2002 02:33PM P1

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FROM :

FAX NO. : 5096626665 Dec. 26 2002 02:33PM P2

Serial/Patent No: 09/801,531 Mailing Date: 11/30/2002

Atty. Ref. No.: CS1001 Attorney: Cary R. Tope-M

Title: Truck for Skateboards

Applicant: Neil Stratton  
The following, due October 22, 2002 in the U.S. Patent & Trademark Office, was received in  
the U.S. Patent & Trademark Office Mail Room on the date stamped hereon: Regular/Provisional Patent Application including: Pages of Specification, including: Claims - page Abstract Formal/Informal Drawings Sheet(s) Transmittal Letter Combined Declaration/Power of Attorney Assignment with Form PTO 1595 Fee Calculation Sheet (2 copies) Priority Document(s) IDS w/Form PTO 1449 w/ references Credit Card Payment Form for \$ CERTIFICATE OF MAILING/EXPRESS MAIL NO. Amendment/Response Petition for Extension of Time (2\_mths) Amendment After Final Rejection Preliminary Amendment Letter to Official Draftsperson Notice of Appeal Appeal Brief Issue Fee Transmittal Maintenance Fee Transmittal PCT Request Form PCT Demand Form Check No. 2047 for \$ 200.00 Formalities Letter

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# TRANSMITTAL FORM

(To be used for all correspondence after initial filing)

Total Number of Pages in This Submission **47**Application Number **09/801,536**Filing Date **03/08/2001**First Named Inventor **Straton**Group Art Unit **3618**Examiner Name **Mar**Attorney Docket Number **CSI001****ENCLOSURES (check all that apply)**

- Fee Transmittal Form
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- Amendment / Reply
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## Complete if Known

Application Number	09/801,536
Filing Date	10/18/1999
First Named Inventor	Straton
Examiner Name	Mar
Group Art Unit	
Attorney Docket No.	CSI001

## METHOD OF PAYMENT

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 Applicant claims small entity status. See 37 CFR 1.17

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107 510	207 255	Plant filing fee	
108 740	208 370	Reissue filing fee	
114 160	214 80	Provisional filing fee	

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Total Claims	Independent Claims	Multiple Dependent	Extra Claims	Fee from below	Fee Paid
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103 18	203 9	Claims in excess of 20
102 64	202 42	Independent claims in excess of 3
104 280	204 140	Multiple dependent claim, if not paid
109 64	209 42	" Reissue independent claims over original patent
110 16	210 9	" Reissue claims in excess of 20 and over original patent

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## 3. ADDITIONAL FEES

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105 130	203 65	Surcharge - late filing fee or oath	
127 50	227 25	Surcharge - late provisional filing fee or cover sheet	
139 130	139 130	Non-English specification	
147 2,520	147 2,520	For filing a request for ex parte reexamination	
112 920*	112 920*	Requesting publication of SIR prior to Examiner action	
113 1,840*	113 1,840*	Requesting publication of SIR after Examiner action	
115 110	216 55	Extension for reply within first month	
116 400	216 200	Extension for reply within second month	200.00
117 920	217 460	Extension for reply within third month	
118 1,440	218 720	Extension for reply within fourth month	
128 1,960	218 980	Extension for reply within fifth month	
119 320	219 160	Notice of Appeal	
120 320	220 160	Filing a brief in support of an appeal	
121 280	221 140	Request for oral hearing	
138 1,510	138 1,510	Petition to institute a public use proceeding	
140 110	240 55	Petition to revive - unavoidable	
141 1,280	241 640	Petition to revive - unintentional	
142 1,280	242 640	Utility issue fee (or reissue)	
143 460	243 230	Design issue fee	
144 620	244 310	Plant issue fee	
122 130	122 130	Petitions to the Commissioner	
123 50	123 50	Processing fee under 37 CFR 1.17(q)	
126 160	126 160	Submission of Information Disclosure Stmt	
581 40	581 40	Recording each patent assignment per property (times number of properties)	
146 740	246 370	Filing a submission after final rejection (37 CFR § 1.129(a))	
149 740	249 370	For each additional invention to be examined (37 CFR § 1.129(b))	
179 740	279 370	Request for Continued Examination (RCE)	
169 900	169 900	Request for expedited examination of a design application	

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## SUBMITTED BY

Name (Print/Type)	Cary Tope-McKay	Registration No. (attorney/agent)	41,350	Telephone	310.589.8158
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NOTICE OF ALLOWANCE AND FEE(S) DUE

7590 02/20/2003

Eyreick Williamson, President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry, CA 91745

EXAMINER

SWENSON, BRIAN L

ART UNIT

CLASS-SUBCLASS

3618

280-087041

DATE MAILED: 02/20/2003

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179

TITLE OF INVENTION: TRUCK FOR SKATEBOARDS

APPLN. TYPE	SMALL ENTITY	ISSUE FEE	PUBLICATION FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$650	\$300	\$950	05/20/2003

THE APPLICATION IDENTIFIED ABOVE HAS BEEN EXAMINED AND IS ALLOWED FOR ISSUANCE AS A PATENT. PROSECUTION ON THE MERITS IS CLOSED. THIS NOTICE OF ALLOWANCE IS NOT A GRANT OF PATENT RIGHTS. THIS APPLICATION IS SUBJECT TO WITHDRAWAL FROM ISSUE AT THE INITIATIVE OF THE OFFICE OR UPON PETITION BY THE APPLICANT. SEE 37 CFR 1.313 AND MPEP 1308.

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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179

TITLE OF INVENTION: TRUCK FOR SKATEBOARDS

APPLN. TYPE	SMALL ENTITY	ISSUE FEE	PUBLICATION FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$650	\$300	\$950	05/20/2003

EXAMINER	ART UNIT	CLASS-SUBCLASS
SWENSON, BRIAN L	3618	280-087041

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UNITED STATES PATENT AND TRADEMARK OFFICE

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Washington, D.C. 20231  
[www.uspto.gov](http://www.uspto.gov)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179
7590	02/20/2003		EXAMINER	
Eyreick Williamson, President Carver Skateboards, Inc. 245 Turnbull Canyon Road City of Industry, CA 91745			SWENSON, BRIAN L	
			ART UNIT	PAPER NUMBER
			3618	
DATE MAILED: 02/20/2003				

**Determination of Patent Term Adjustment under 35 U.S.C. 154 (b)**  
(application filed on or after May 29, 2000)

The patent term adjustment to date is 0 days. If the issue fee is paid on the date that is three months after the mailing date of this notice and the patent issues on the Tuesday before the date that is 28 weeks (six and a half months) after the mailing date of this notice, the term adjustment will be 0 days.

If a continued prosecution application (CPA) was filed in the above-identified application, the filing date that determines patent term adjustment is the filing date of the most recent CPA.

Applicant will be able to obtain more detailed information by accessing the Patent Application Information Retrieval (PAIR) system. (<http://pair.uspto.gov>)

Any questions regarding the patent term extension or adjustment determination should be directed to the Office of Patent Legal Administration at (703)305-1383.



UNITED STATES PATENT AND TRADEMARK OFFICE

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7590	02/20/2003		EXAMINER	
Eyreick Williamson, President Carver Skateboards, Inc. 245 Turnbull Canyon Road City of Industry, CA 91745 UNITED STATES			SWENSON, BRIAN L	
			ART UNIT	PAPER NUMBER
			3618	
			DATE MAILED: 02/20/2003	

**Notice of Fee Increase on January 1, 2003**

If a reply to a "Notice of Allowance and Fee(s) Due" is filed in the Office on or after January 1, 2003, then the amount due will be higher than that set forth in the "Notice of Allowance and Fee(s) Due" since there will be an increase in fees effective on January 1, 2003. See Revision of Patent and Trademark Fees for Fiscal Year 2003: Final Rule, 67 Fed. Reg. 70847, 70849 (November 27, 2002).

The current fee schedule is accessible from: <http://www.uspto.gov/main/howtofees.htm>.

If the issue fee paid is the amount shown on the "Notice of Allowance and Fee(s) Due," but not the correct amount in view of the fee increase, a "Notice to Pay Balance of Issue Fee" will be mailed to applicant. In order to avoid processing delays associated with mailing of a "Notice to Pay Balance of Issue Fee," if the response to the Notice of Allowance and Fee(s) due form is to be filed on or after January 1, 2003 (or mailed with a certificate of mailing on or after January 1, 2003), the issue fee paid should be the fee that is required at the time the fee is paid. If the issue fee was previously paid, and the response to the "Notice of Allowance and Fee(s) Due" includes a request to apply a previously-paid issue fee to the issue fee now due, then the difference between the issue fee amount at the time the response is filed and the previously paid issue fee should be paid. See Manual of Patent Examining Procedure, Section 1308.01 (Eighth Edition, August 2001).

Questions relating to issue and publication fee payments should be directed to the Customer Service Center of the Office of Patent Publication at (703) 305-8283.

**Notice of Allowability**

Application No.

09/801,536

Applicant(s)

STRATTON, NEIL

Examiner

Art Unit

Brian Swenson

3618

*- The MAILING DATE of this communication appears on the cover sheet with the correspondence address-*

All claims being allowable, PROSECUTION ON THE MERITS IS (OR REMAINS) CLOSED in this application. If not included herewith (or previously mailed), a Notice of Allowance (PTOL-85) or other appropriate communication will be mailed in due course. THIS NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIGHTS. This application is subject to withdrawal from issue at the initiative of the Office or upon petition by the applicant. See 37 CFR 1.313 and MPEP 1308.

1.  This communication is responsive to 12/09/2002.
  2.  The allowed claim(s) is/are 1-14.
  3.  The drawings filed on \_\_\_\_\_ are accepted by the Examiner.
  4.  Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
    - a)  All
    - b)  Some\*
    - c)  None of the:
    1.  Certified copies of the priority documents have been received.
    2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
    3.  Copies of the certified copies of the priority documents have been received in this national stage application from the International Bureau (PCT Rule 17.2(a)).
- \* Certified copies not received: \_\_\_\_\_
5.  Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
    - (a)  The translation of the foreign language provisional application has been received.
  6.  Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Applicant has THREE MONTHS FROM THE "MAILING DATE" of this communication to file a reply complying with the requirements noted below. Failure to timely comply will result in ABANDONMENT of this application. THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.

7.  A SUBSTITUTE OATH OR DECLARATION must be submitted. Note the attached EXAMINER'S AMENDMENT or NOTICE OF INFORMAL PATENT APPLICATION (PTO-152) which gives reason(s) why the oath or declaration is deficient.
8.  CORRECTED DRAWINGS must be submitted.
  - (a)  including changes required by the Notice of Draftsperson's Patent Drawing Review ( PTO-948) attached  
1)  hereto or 2)  to Paper No. \_\_\_\_\_.
  - (b)  including changes required by the proposed drawing correction filed \_\_\_\_\_, which has been approved by the Examiner.
  - (c)  including changes required by the attached Examiner's Amendment / Comment or in the Office action of Paper No. \_\_\_\_\_.

Identifying indicia such as the application number (see 37 CFR 1.84(c)) should be written on the drawings in the top margin (not the back) of each sheet. The drawings should be filed as a separate paper with a transmittal letter addressed to the Official Draftsperson.

9.  DEPOSIT OF and/or INFORMATION about the deposit of BIOLOGICAL MATERIAL must be submitted. Note the attached Examiner's comment regarding REQUIREMENT FOR THE DEPOSIT OF BIOLOGICAL MATERIAL.

**Attachment(s)**

- |  |   |
|--|---|
| <input type="checkbox"/> Notice of References Cited (PTO-892)  | <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)          |
| <input checked="" type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)         | <input type="checkbox"/> Interview Summary (PTO-413), Paper No. _____.            |
| <input type="checkbox"/> Information Disclosure Statements (PTO-1449), Paper No. _____.              | <input checked="" type="checkbox"/> Examiner's Amendment/Comment                  |
| <input type="checkbox"/> Examiner's Comment Regarding Requirement for Deposit of Biological Material | <input checked="" type="checkbox"/> Examiner's Statement of Reasons for Allowance |
|  | <input type="checkbox"/> Other  |

### EXAMINER'S AMENDMENT

An examiner's amendment to the record appears below. Should the changes and/or additions be unacceptable to applicant, an amendment may be filed as provided by 37 CFR 1.312. To ensure consideration of such an amendment, it MUST be submitted no later than the payment of the issue fee.

Authorization for this examiner's amendment was given in a telephone interview with Cary Tope-McKay on 12 February 2003.

The application has been amended as follows:

#### In the Specification:

1. In the specification page 4, line 13 the, ")" has been removed following the word "platform".
2. In the specification page 4, line 14 the phrase, "suitable material.) a prefered" has been changed to "suitable material in a preferred".
3. In the specification page 5, line 1 the phrase, "10" to about 25", more preferably at about 17°." has been changed to "10° to about 25°, more preferably at about 17°."

D1 for consistency.

4. In the specification page 6, line 1 the phrase, "preferably about 03" relative" has been changed to "preferably about 30° relative" for consistency.
5. In the specification page 6, line 19 the phrase, "or support member" has been added after the word "kingpin" for clarity
6. In the specification page 10, line 10 the phrase, "approximately 30" to" has been changed to "approximately 30° to" for consistency.

18

8

Art Unit: 3618

7. In the specification page 10, line 14 the phrase, "preferably at 140°." has been changed to "preferably at 140°. " for consistency.

**In the Claims in appendix A2 of the amendment filed as paper number 15:**

8. Claims 15-22 have been cancelled for being directed to a non-elected species.

9. In claim 1, page 1, lines 1 and 2 the phrase "attached in an inclined manner with an underside of a skateboard deck" has been changed to "attached to an inclined surface, inclined relative to the underside of a skateboard deck" for clarity.

10. In Claim 1, page 1, line 8 the comma between the words "the" and "arm" has been removed for clarity.

11. In Claim 1, page 1, line 10 the word "anout" has been changed to "about".

**Allowable Subject Matter**

Claims 1-14 allowed.

The following is an examiner's statement of reasons for allowance: The primary reason for the allowance of the claims in this case, is the inclusion of a pivotal arm which supports a pivotal skateboard truck attached in an inclined manner with respect to the skateboard deck allowing for independent pivoting of the skateboard truck about two axes, in combination with the other elements recited, which is not found in the prior art of record.

Any comments considered necessary by applicant must be submitted no later than the payment of the issue fee and, to avoid processing delays, should preferably accompany the issue fee. Such submissions should be clearly labeled "Comments on Statement of Reasons for Allowance."

Art Unit: 3618

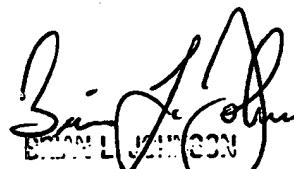
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Brian Swenson whose telephone number is (703) 305-8163. The examiner can normally be reached on M-F 9-5.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Brian Johnson can be reached on (703) 308-0885. The fax phone numbers for the organization where this application or proceeding is assigned are (703) 305-7687 for regular communications and (703) 305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

Brian Swenson  
Examiner  
Art Unit 3618

  
bls  
February 14, 2003

  
BRIAN L. JOHNSON  
SUPERVISOR, ART UNIT 3618  
TECHNOLOGY CENTER 3600  
2/14/03

D

Form PTO 948 (Rev. 03/01) U.S. DEPARTMENT OF COMMERCE - Patent and Trademark Office Application No. 29/801536**NOTICE OF DRAFTSPERSON'S  
PATENT DRAWING REVIEW**The drawing(s) filed (insert date) 10/2/01 are:

- A.  approved by the Draftsperson under 37 CFR 1.84 or 1.152.  
 B.  objected to by the Draftsperson under 37 CFR 1.84 or 1.152 for the reasons indicated below. The Examiner will require submission of new, corrected drawings when necessary. Corrected drawing must be submitted according to the instructions on the back of this notice.

## 1. DRAWINGS. 37 CFR 1.84(e): Acceptable categories of drawings:

- Black ink. Color.
- Color drawings are not acceptable until patent is granted.

Fig(s) \_\_\_\_\_

## 2. PHOTOGRAPHS. 37 CFR 1.84(b)

- A full-tone series is required. Fig(s) \_\_\_\_\_
- Photographs may not be mounted. 37 CFR 1.84(e)

Poor quality (half-tone). Fig(s) \_\_\_\_\_

## 3. TYPE OF PAPER. 37 CFR 1.84(c)

- Paper not flexible, strong, white, and durable.

Fig(s) \_\_\_\_\_

 Erasures, alterations, overwritings, interlineations, folds, copy machine marks not accepted. Fig(s) 18 Mylar, vellum paper is not acceptable (too thin).

Fig(s) \_\_\_\_\_

## 4. SIZE OF PAPER. 37 CFR 1.84(f): Acceptable sizes:

- 21.0 cm by 29.7 cm (DIN size A4)
- 21.6 cm by 27.9 cm (8 1/2 x 11 inches)

All drawing sheets not the same size.

Sheet(s) \_\_\_\_\_

Drawings sheets not an acceptable size. Fig(s) \_\_\_\_\_

## 5. MARGINS. 37 CFR 1.84(g): Acceptable margins:

Top 2.5 cm Left 2.5cm Right 1.5 cm Bottom 1.0 cm

SIZE: A4 Size

Top 2.5 cm Left 2.5 cm Right 1.5 cm Bottom 1.0 cm

SIZE: 8 1/2 x 11

Margins not acceptable. Fig(s) \_\_\_\_\_

Top (T) \_\_\_\_\_ Left (L) \_\_\_\_\_

Right (R) \_\_\_\_\_ Bottom (B) \_\_\_\_\_

## 6. VIEWS. 37 CFR 1.84(h)

REMINDER: Specification may require revision to correspond to drawing changes.

Partial views. 37 CFR 1.84(h)(2)

- Brackets needed to show figure as one entity.

Fig(s) \_\_\_\_\_

- Views not labeled separately or properly.

Fig(s) \_\_\_\_\_

- Enlarged view not labeled separately or properly.

Fig(s) \_\_\_\_\_

## 7. SECTIONAL VIEWS. 37 CFR 1.84(h)(3)

- Hatching not indicated for sectional portions of an object.

Fig(s) \_\_\_\_\_

- Sectional designation should be noted with Arabic or Roman numbers. Fig(s) \_\_\_\_\_

## 8. ARRANGEMENT OF VIEWS. 37 CFR 1.84(i)

- Words do not appear on a horizontal, left-to-right fashion when page is either upright or turned so that the top becomes the right side, except for graphs. Fig(s) \_\_\_\_\_

## 9. SCALE. 37 CFR 1.84(k)

- Scale not large enough to show mechanism without crowding when drawing is reduced in size to two-thirds in reproduction.

Fig(s) \_\_\_\_\_

## 10. CHARACTER OF LINES, NUMBERS, &amp; LETTERS: 37 CFR 1.84(l)

- Lines, numbers & letters not uniformly thick and well defined, clean, durable, in black (poor line quality).

Fig(s) 18 \_\_\_\_\_

## 11. SHADING. 37 CFR 1.84(m)

- Solid black areas pale. Fig(s) \_\_\_\_\_

- Solid black shading not permitted. Fig(s) \_\_\_\_\_

- Shade lines pale, rough and blurred. Fig(s) \_\_\_\_\_

## 12. NUMBERS, LETTERS, &amp; REFERENCE CHARACTERS: 37 CFR 1.84(p)

- Numbers and reference characters not plain and legible.

Fig(s) 18 \_\_\_\_\_

- Figure legends are poor. Fig(s) 18 (Caption) \_\_\_\_\_

- Numbers and reference characters not oriented in the same direction as the view. 37 CFR 1.84(p)(1)

Fig(s) \_\_\_\_\_

- English alphabet not used. 37 CFR 1.84(p)(2)

Fig(s) \_\_\_\_\_

- Numbers, letters and reference characters must be at least .32 cm (.125 inch) in height. 37 CFR 1.84(p)(3)

Fig(s) 18 (Caption) \_\_\_\_\_

## 13. LEAD LINES. 37 CFR 1.84(q)

- Lead lines cross each other. Fig(s) \_\_\_\_\_

- Lead lines missing. Fig(s) \_\_\_\_\_

## 14. NUMBERING OF SHEETS OF DRAWINGS. 37 CFR 1.84(i)

- Sheets not numbered consecutively, and in Arabic numerals beginning with number 1. Sheet(s) \_\_\_\_\_

## 15. NUMBERING OF VIEWS. 37 CFR 1.84(u)

- Views not numbered consecutively, and in Arabic numerals, beginning with number 1. Fig(s) \_\_\_\_\_

## 16. CORRECTIONS. 37 CFR 1.84(w)

- Corrections not made from prior PTO-948 dated \_\_\_\_\_

## 17. DESIGN DRAWINGS. 37 CFR 1.152

- Surface shading shown not appropriate. Fig(s) \_\_\_\_\_

- Solid black shading not used for color contrast.

Fig(s) \_\_\_\_\_

## COMMENTS

REVIEWER \_\_\_\_\_

TangDATE 2/14/03TELEPHONE NO. 703 305 2038ATTACHMENT TO PAPER NO. 17D

**Attachment for PTO-948 (Rev. 03/01, or earlier)**  
**6/18/01**

**The below text replaces the pre-printed text under the heading, "Information on How to Effect Drawing Changes," on the back of the PTO-948 (Rev. 03/01, or earlier) form.**

**INFORMATION ON HOW TO EFFECT DRAWING CHANGES**

**1. Correction of Informalities -- 37 CFR 1.85**

New corrected drawings must be filed with the changes incorporated therein. Identifying indicia, if provided, should include the title of the invention, inventor's name, and application number, or docket number (if any) if an application number has not been assigned to the application. If this information is provided, it must be placed on the front of each sheet and centered within the top margin. If corrected drawings are required in a Notice of Allowability (PTO-37), the new drawings MUST be filed within the THREE MONTHS shortened statutory period set for reply in the Notice of Allowability. Extensions of time may NOT be claimed under the provisions of 37 CFR 1.136(a) or (b) for filing the corrected drawings after the mailing of a Notice of Allowability. The drawings should be filed as a separate paper with a transmittal letter addressed to the Official Draftsperson.

**2. Corrections other than Informalities Noted by Draftsperson on form PTO-948.**

All changes to the drawings, other than informalities noted by the Draftsperson, MUST be made in the same manner as above except that, normally, a highlighted (preferably red ink) sketch of the changes to be incorporated into the new drawings MUST be approved by the examiner before the application will be allowed. No changes will be permitted to be made, other than correction of informalities, unless the examiner has approved the proposed changes.

**Timing of Corrections**

Applicant is required to submit the drawing corrections within the time period set in the attached Office communication. See 37 CFR 1.85(a).

Failure to take corrective action within the set period will result in ABANDONMENT of the application.

# **Exhibit 27**

**PART B - FEE(S) TRANSMITTAL**

4-16-03

Complete and send this form, together with applicable fee(s), to: **Mail**

**Box ISSUE FEE  
Commissioner for Patents  
Washington, D.C. 20231  
Fax (703)746-4000**

**INSTRUCTIONS:** This form should be used for transmitting the ISSUE FEE and PUBLICATION FEE (if required). Blocks 1 through 4 should be completed where appropriate. All further correspondence including the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

CURRENT CORRESPONDENCE ADDRESS (Note: Legibly mark-up with any corrections or use Block 1)  
7590 02/20/2003

Eyreick Williamson, President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry, CA 91745



Note: A certificate of mailing can only be used for domestic mailings of the Fee(s) Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing or transmission.

**Certificate of Mailing or Transmission**  
I hereby certify that this Fee(s) Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Box Issue Fee address above, or being facsimile transmitted to the USPTO, on the date indicated below.

(Depositor's name)  
(Signature)  
(Date)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179

TITLE OF INVENTION: TRUCK FOR SKATEBOARDS

APPLN. TYPE	SMALL ENTITY	ISSUE FEE	PUBLICATION FEE	TOTAL FEE(S) DUE	DATE DUE
nonprovisional	YES	\$650	\$300	\$950	05/20/2003
EXAMINER		ART UNIT		CLASS-SUBCLASS	
SWENSON, BRIAN L		3618		280-087041	

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363).

Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.

"Fee Address" indication (or "Fee Address" Indication form PTO/SB/47; Rev 03-02 or more recent) attached. Use of a Customer Number is required.

2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys or agents OR, alternatively, (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

1 TOPE - MCKAY & ASSOC.

2 \_\_\_\_\_

3 \_\_\_\_\_

3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)

PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. Inclusion of assignee data is only appropriate when an assignment has been previously submitted to the USPTO or is being submitted under separate cover. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE: (CITY and STATE OR COUNTRY)

CARVER SKATEBOARDS

CITY OF INDUSTRY, CA

Please check the appropriate assignee category or categories (will not be printed on the patent)  individual  corporation or other private group entity  government

4a. The following fee(s) are enclosed:

Issue Fee

Publication Fee

Advance Order - # of Copies \_\_\_\_\_

4b. Payment of Fee(s):

A check in the amount of the fee(s) is enclosed.

Payment by credit card. Form PTO-2038 is attached.

The Commissioner is hereby authorized to charge the required fee(s), or credit any overpayment, to Deposit Account Number \_\_\_\_\_ (enclose an extra copy of this form).

Commissioner for Patents is requested to apply the Issue Fee and Publication Fee (if any) or to re-apply any previously paid issue fee to the application identified above.

(Authorized Signature)

(Date)

APR 14 2003

NOTE: The Issue Fee and Publication Fee (if required) will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the United States Patent and Trademark Office.

This collection of information is required by 37 CFR 1.311. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, D.C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMIT THIS FORM WITH FEE(S)

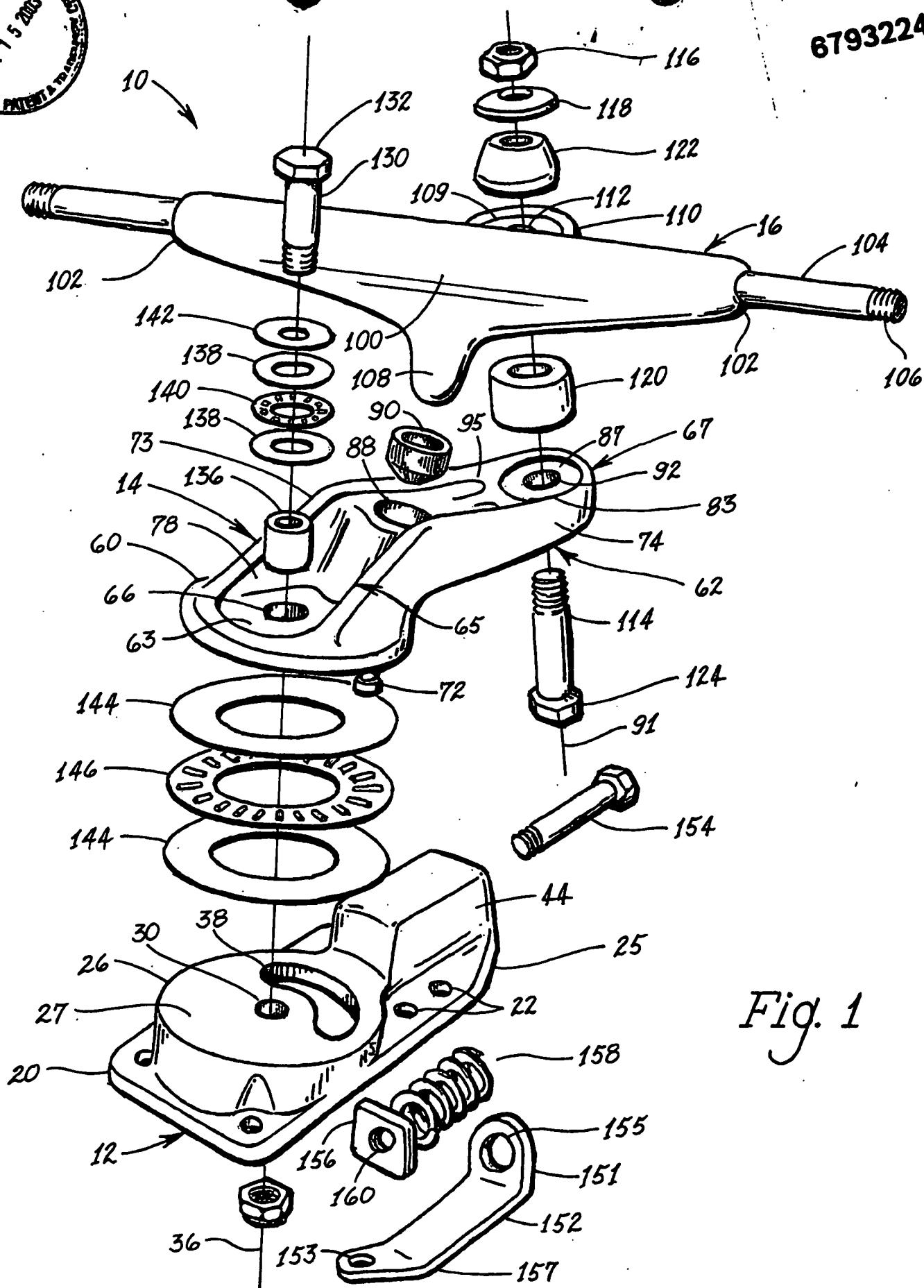
PTOL-85 (REV. 04-02) Approved for use through 01/31/2004. OMB 0651-0033

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

04/17/2004 DTE/FC:2501  
04/17/2004 DTE/FC:2501



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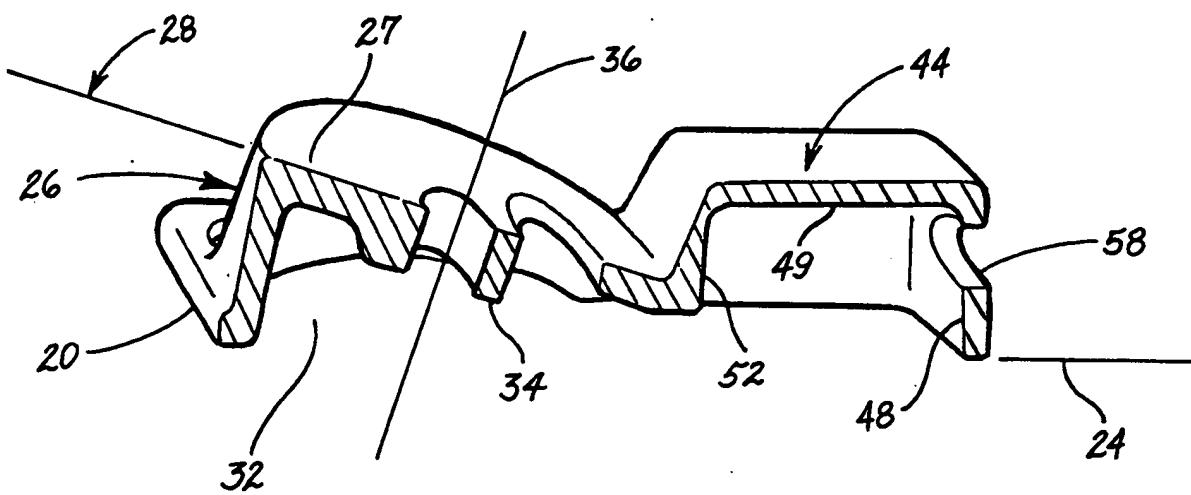
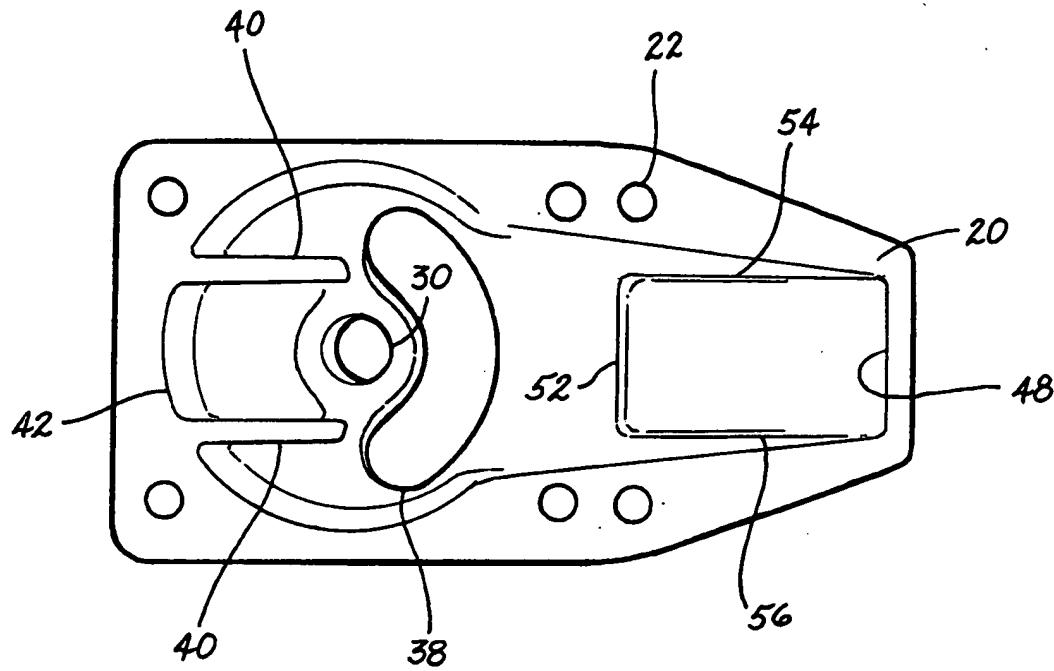


Fig. 2



*Fig.* 3

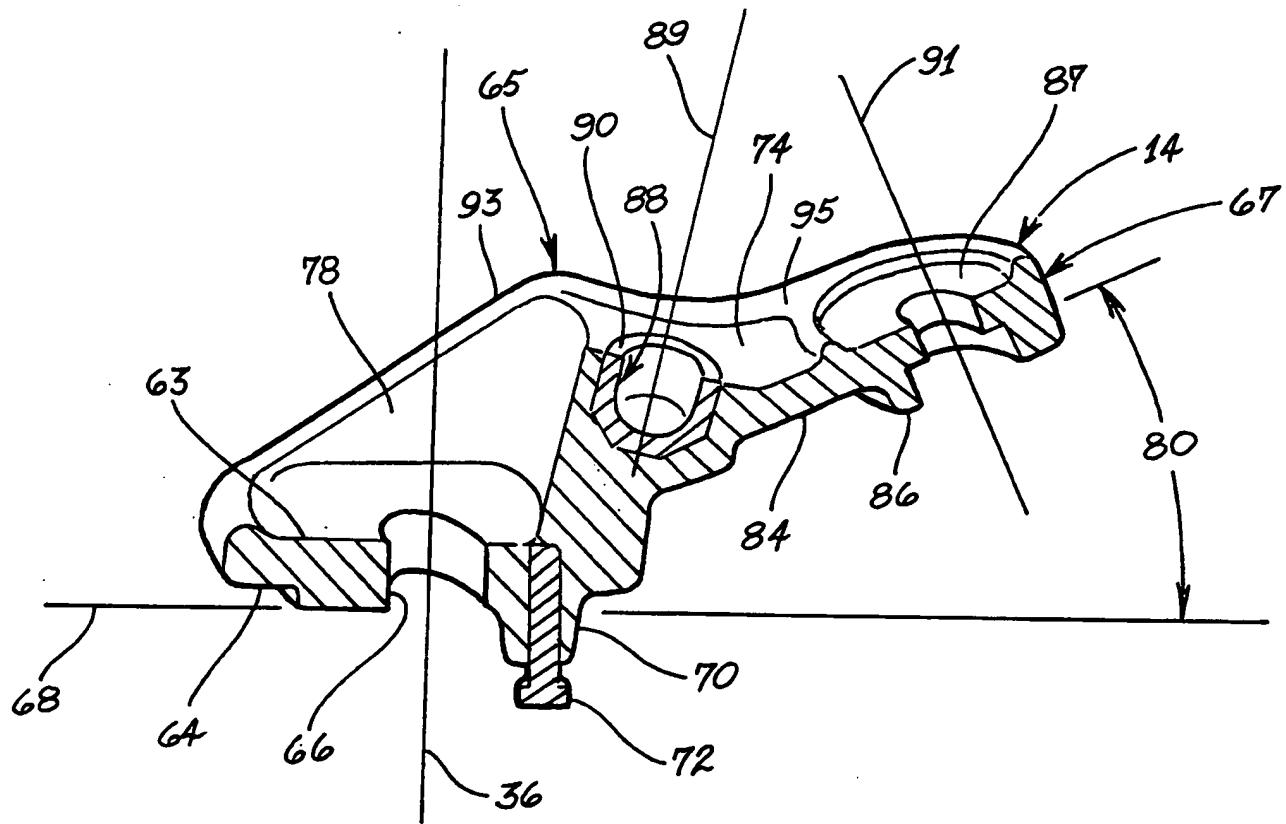
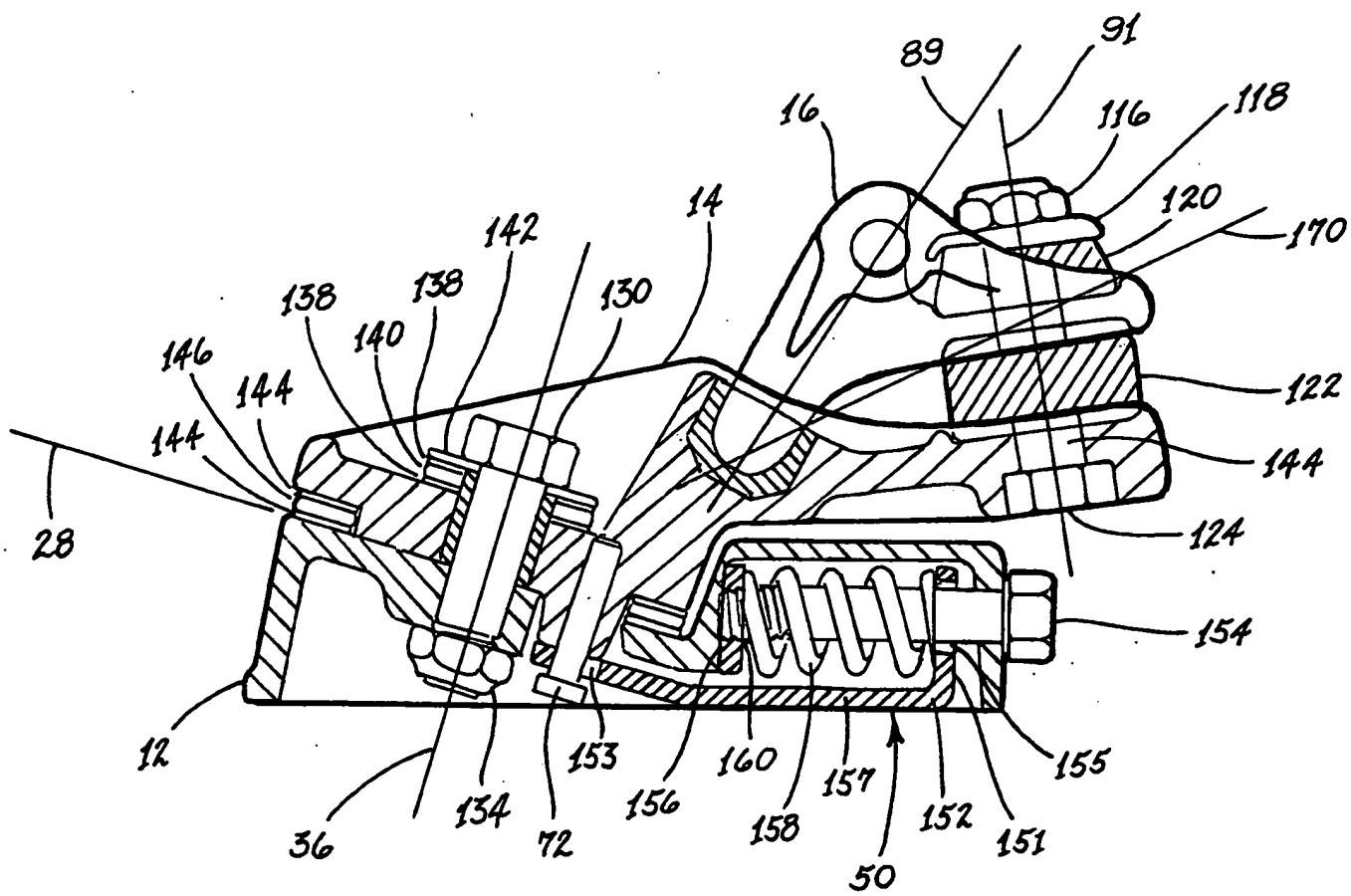


Fig. 4



*Fig. 5*

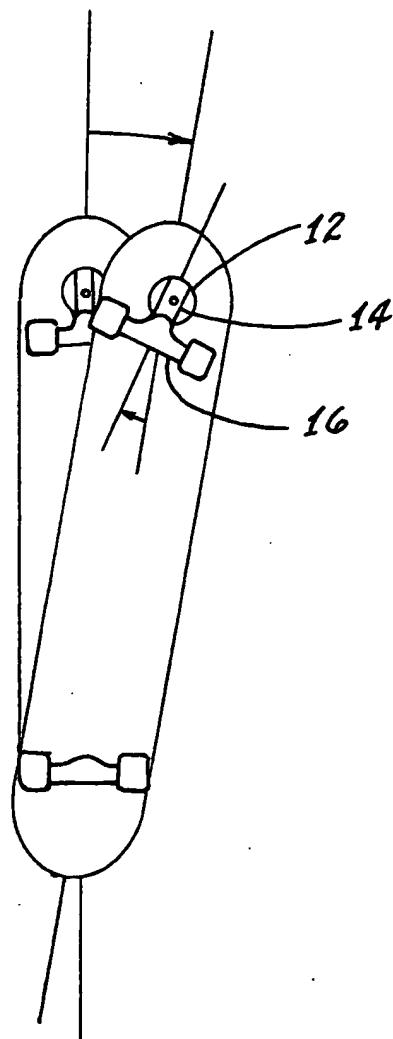


Fig. 6a

Fig. 6b

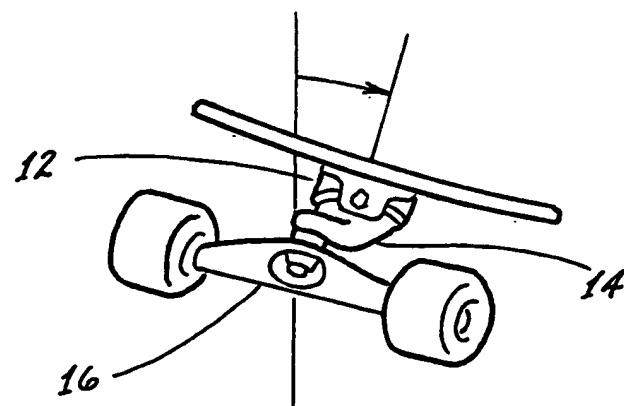
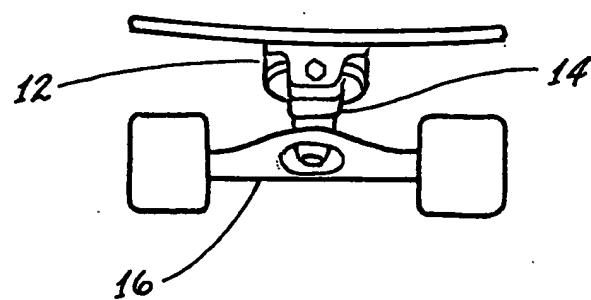


Fig. 6c

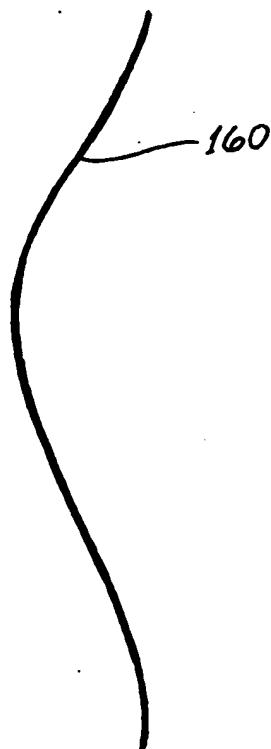


Fig. 7a

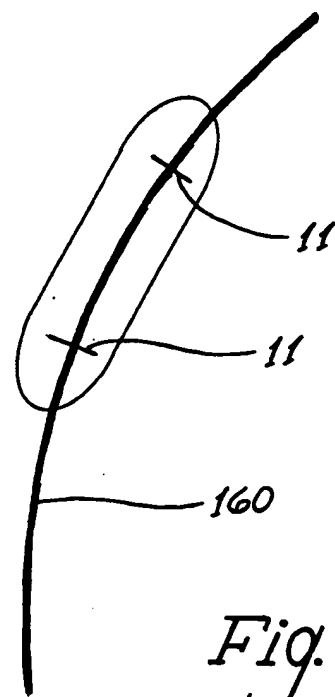


Fig. 7b

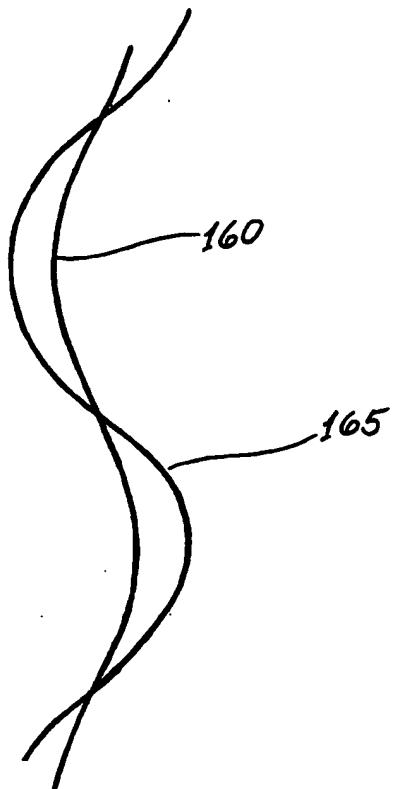


Fig. 7c

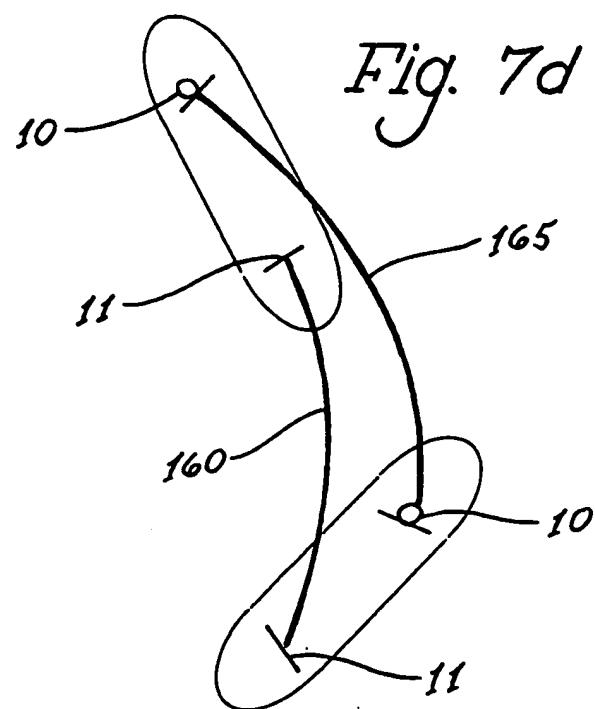
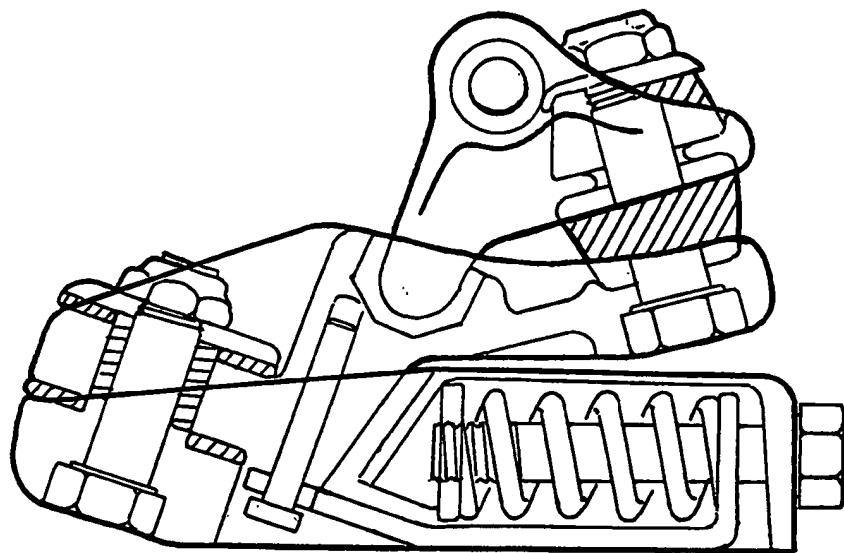
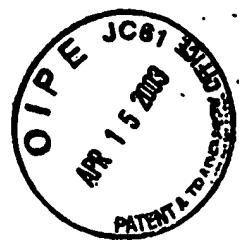


Fig. 7d



*Fig. 8*

# **Exhibit 28**



## United States Patent and Trademark Office

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09/801,536	TRUCK FOR SKATEBOARDS			37197/RJW/A524
Select New Case	Application Data	Transaction History	Image File Wrapper	Patent Term Adjustments
Fees	Published Documents	Address & Attorney/Agent	Display References	

## Transaction History

## Date Transaction Description

02-21-2012	Appellant's Complaint
12-20-2011	Mail-Petition Decision - Accept Late Payment of Maintenance Fees - Denied
12-19-2011	Petition Decision - Accept Late Payment of Maintenance Fees - Denied
07-28-2011	Petition to Accept Late Payment of Maintenance Fee Payment Filed
05-25-2011	Mail-Petition Decision - Accept Late Payment of Maintenance Fees - Dismissed
05-24-2011	Petition Decision - Accept Late Payment of Maintenance Fees - Dismissed
05-13-2011	Petition to Accept Late Payment of Maintenance Fee Payment Filed
03-30-2011	Email Notification
03-21-2011	Mail-Petition Decision - Dismissed
03-18-2011	Petition Decision - Dismissed
03-17-2011	Correspondence Address Change
11-01-2010	Petition to Accept Late Payment of Maintenance Fee Payment Filed
10-20-2008	Expire Patent
09-21-2004	Recordation of Patent Grant Mailed
09-02-2004	Issue Notification Mailed
09-21-2004	Patent Issue Date Used in PTA Calculation
08-25-2004	Receipt into Pubs
08-24-2004	Dispatch to FDC
04-15-2003	Issue Fee Payment Verified
04-15-2003	Workflow - Drawings Finished
04-15-2003	Workflow - Drawings Matched with File at Contractor
08-24-2004	Application Is Considered Ready for Issue
04-15-2003	Issue Fee Payment Verified
08-20-2004	Receipt into Pubs
05-20-2003	Issue Fee Payment Received
07-15-2004	Receipt into Pubs
06-22-2004	Receipt into Pubs
06-22-2004	Receipt into Pubs
06-16-2004	Mail-Record Petition Decision of Granted to Accept Delayed Payment of Issue Fee
06-08-2004	Petition Entered
06-08-2004	Workflow Incoming petition IFW
06-27-2003	Mail Abandonment for Failure to Pay Issue Fee
06-27-2003	Abandonment for Failure to Pay Issue Fee
04-15-2003	Workflow - Drawings Finished
04-15-2003	Workflow - Drawings Matched with File at Contractor
04-15-2003	Workflow - Drawings Received at Contractor
04-15-2003	Workflow - Drawings Sent to Contractor
04-10-2003	Receipt into Pubs
02-25-2003	Workflow - File Sent to Contractor
02-25-2003	Receipt into Pubs
02-24-2003	Dispatch to Publications
02-21-2003	Dispatch to Publications
02-20-2003	Mail Notice of Allowance
02-20-2003	Mail Formal Drawings Required
02-19-2003	Formal Drawings Required
02-19-2003	Notice of Allowance Data Verification Completed
01-08-2003	Case Docketed to Examiner in GAU
01-07-2003	Date Forwarded to Examiner
12-09-2002	Response after Non-Final Action

12-09-2002 Substitute Specification Filed  
12-09-2002 Request for Extension of Time - Granted  
11-12-2002 Mail-Record Petition Decision of Granted Related to Attorney  
11-08-2002 Petition Entered  
11-12-2002 Correspondence Address Change  
11-12-2002 Change in Power of Attorney (May Include Associate POA)  
07-30-2002 Case Docketed to Examiner in GAU  
07-22-2002 Mail Non-Final Rejection  
07-15-2002 Non-Final Rejection  
06-11-2002 Date Forwarded to Examiner  
06-10-2002 Response to Election / Restriction Filed  
05-17-2002 Information Disclosure Statement (IDS) Filed  
05-17-2002 Information Disclosure Statement (IDS) Filed  
05-02-2002 Mail Restriction Requirement  
05-02-2002 Restriction/Election Requirement  
03-26-2002 Case Docketed to Examiner in GAU  
03-26-2002 Case Docketed to Examiner in GAU  
12-03-2001 Case Docketed to Examiner in GAU  
11-06-2001 Application Dispatched from OIPE  
10-31-2001 Application Is Now Complete  
04-19-2001 Correspondence Address Change  
04-02-2001 IFW Scan & PACR Auto Security Review  
03-08-2001 Initial Exam Team nn

---

*If you need help:*

- Call the Patent Electronic Business Center at (866) 217-9197 (toll free) or e-mail [EBC@uspto.gov](mailto:EBC@uspto.gov) for specific questions about Patent Application Information Retrieval (PAIR).
- Send general questions about USPTO programs to the [USPTO Contact Center \(UCC\)](#).
- If you experience technical difficulties or problems with this application, please report them via e-mail to [Electronic Business Support](#) or call 1 800-786-9199.

---

You can suggest USPTO webpages or material you would like featured on this section by E-mail to the [webmaster@uspto.gov](mailto:webmaster@uspto.gov). While we cannot promise to accommodate all requests, your suggestions will be considered and may lead to other improvements on the website.

---

# **Exhibit 29**

NUMBER	DATE	DESCRIPTION OF TRANSACTION	\$	\$	\$	
2347	3/27	IRS Best Available Copy	5,576.71			
2348	"	WF CR.	5,113.44			
2349	4	ADVANTA	3,252.01			
2350	4	MERCURY	261.10			
2351	4	GAS CO	63.66			
2352	"	STANT	45.90			
2353	"	VERIZON	118.64			
2354	"	BWP water	64.72			

2353	"	DWP E/e.	59.65			
2354	"	RISD (college fund)	25.00			
2355	3/28	TIM McARTHY (architect)	2000			
DEP	03/04	CARVER 1938 W/REG ALLEN 9/63	1500 10.416.916.43 157.33			
2356	04/04	WA MU	2256.29			
2357	11/04	ROUER / OFFICE CHAIR	500			
2358		Patent Office fees	950			

To Reorder Your Checks visit [www.deluxecom](http://www.deluxecom) or call 1-877-838-5287.

Neil Stratton  
Dba Stratton DesignAccount Number:  
Statement End Date:080-9059579  
05/08/03**Withdrawals and Debits**

Date	Transaction Detail	Amount
Apr 15	Check Crd Purchase 04/14 Marina Del Rey Liquor Venice Ca 491987XXXXXX7505 2477300383Gpbhsse ?MCC=5921 121042882DA	- 4.99
Apr 16	Check Crd Purchase 04/14 California Pizza 047 Burbank Ca 491987XXXXXX7505 2432301393D3490E4 ?MCC=5812 121042882DA	- 113.50
Apr 16	POS Purchase - 04/16 Mach ID 000000 910 Lincoln Blvralphs Venice Ca 7505	- 23.80
Apr 17	Check Crd Purchase 04/16 Katies Pet Depot # Mar Vista Ca 491987XXXXXX7505 24224433B6KLQ355D ?MCC=5995 121042882DA	- 33.93
Apr 21	Check Crd Purchase 04/17 Staples #127 Venice Ca 491987XXXXXX7505 24610433Q03S3BE68 ?MCC=5111 121042882DA	- 62.55
Apr 21	Check Crd Purchase 04/18 Szechwan Restaurant Marina Del RA Ca 491987XXXXXX7505 24653003ES662ZQ0Q ?MCC=5812 121042882DA	- 55.00
Apr 21	Check Crd Purchase 04/19 Daisy Arts Venice Ca 491987XXXXXX7505 24492793E48WY4992 ?MCC=5942 121042882DA	- 32.48
Apr 28	Wells Fargo Auto Pay 030427 547463924503847 Stratton,Neil	- 57.88
Apr 28	Check Crd Purchase 04/24 Main Street Video Venice Ca 491987XXXXXX7505 24492153L60Btgxpt ?MCC=7841 121042882DA	- 22.27
Apr 29	POS Purchase - 04/28 Mach ID 000000 3456 South Sepultrader Joew Los Angelesca 7505	- 218.89
Apr 29	Check Crd Purchase 04/26 Chan Darae Los Angeles Ca 491987XXXXXX7505 24418003N3E1YX14X ?MCC=5812 121042882DA	- 193.26
Apr 30	Check Crd Purchase 04/28 Laser Institute For De Santa Monica Ca 491987XXXXXX7505 24158383PHB3K603V ?MCC=8011 121042882DA	- 150.00
Apr 30	Check Crd Purchase 04/28 Xtracycle 530-292-1401 Ca 491987XXXXXX7505 24792623P6DYNZ8Eg ?MCC=5999 121042882DA	- 38.21
May 05	Check Crd Purchase 05/02 California Pizza 164 Santa Monica Ca 491987XXXXXX7505 24323013S3D40WH3R ?MCC=5812 121042882DA	- 51.20
May 05	Check Crd Purchase 05/03 Mannys Lowrider Bikes Venice Ca 491987XXXXXX7505 24468253WWGY5SQX5 ?MCC=5940 121042882DA	- 30.20
May 05	Check Crd Purchase 05/02 Johnnies Ny Pizza - SM 310-2866806 Ca 491987XXXXXX7505 24492793W3DWMM8Tr ?MCC=5812 121042882DA	- 30.00
May 07	Check Crd Purchase 05/05 California Pizza 164 Santa Monica Ca 491987XXXXXX7505 24323013Y3D44Njvt ?MCC=5812 121042882DA	- 58.32
May 07	Check Crd Purchase 05/05 Amc Santa MONI04002036 Santa Monica Ca 491987XXXXXX7505 24164073XV39SkkjD ?MCC=7832 121042882DA	- 19.00
May 08	Check Crd Purchase 05/06 Shell Oil 20445301060 Los Angeles Ca 491987XXXXXX7505 24692163Z00MSP5Tg ?MCC=5542 121042882DA	- 27.18
May 08	Check Crd Purchase 05/03 Main Street Video Venice Ca 491987XXXXXX7505 24492153L60Btgxpt ?MCC=7841 121042882DA	- 14.11

**Checks Paid**

Check #	Date	Amount	Check #	Date	Amount
2356	Apr 09	2,256.29	2361	May 08	2,256.29
2357	Apr 11	500.00	2362	May 08	112.00
2359	Apr 24	2,000.00			

\* Gap in Check Sequence

**Daily Balance Summary**

Date	Balance	Date	Balance
Apr 08	46,412.43	Apr 24	44,562.61
Apr 09	44,156.14	Apr 28	46,099.13
Apr 11	43,656.14	Apr 29	45,686.98
Apr 14	43,531.01	Apr 30	45,498.77
Apr 15	46,883.87	May 05	45,387.37
Apr 16	46,746.57	May 06	46,539.65
Apr 17	46,712.64	May 07	46,462.33
Apr 21	46,562.61	May 08	44,052.75

# **Exhibit 30**

ENCLOSED HERE ON  
APRIL 14 2003 ARE  
 8 SHEETS OF CORRECTED  
DRAWINGS AS PER DRAFTSPERSON'S  
REQUESTS FOR APPLICATION #  
09/801,536 TITLED 'TRUCK  
FOR SKATEBOARDS' FOR NEIL  
STRATTON OF VENICE, CA.

- CHECK FOR FEES TOT. \$950
- PART B COMPLETED FORM

PLEASE RETURN THIS CARD  
AS CONFIRMATION OF RECEIPT.

THANKS

22

*N*  *COVENTRY TRADING CO.*

NEIL STRATTON  
706 6TH AVE  
VENICE, CA  
90291



# **Exhibit 31**



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/801,536	03/08/2001	Neil Stratton	37197/RJW/A524	7179

7590 06/27/2003

Eyreick Williamson, President  
Carver Skateboards, Inc.  
245 Turnbull Canyon Road  
City of Industry, CA 91745

[REDACTED] EXAMINER

SWENSON, BRIAN L

[REDACTED] ART UNIT

[REDACTED] PAPER NUMBER

3618

DATE MAILED: 06/27/2003

P #17

Please find below and/or attached an Office communication concerning this application or proceeding.



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NO.
09/801, 536			

EXAMINER
----------

ART UNIT	PAPER NUMBER
----------	--------------

P #17

DATE MAILED:

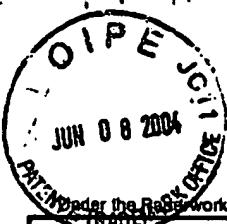
### NOTICE OF ABANDONMENT

This application is abandoned in view of:

- Applicant's failure to timely file a proper response to the Office letter mailed on \_\_\_\_\_.
- A response (with a Certificate of Mailing or Transmission of \_\_\_\_\_) was received on \_\_\_\_\_, which is after the expiration of the period for response (including a total extension of time of \_\_\_\_\_ month(s)) which expired on \_\_\_\_\_.
- A proposed response was received on \_\_\_\_\_, but it does not constitute a proper response to the final rejection.  
(A proper response to a final rejection consists only of: a timely filed amendment which places the application in condition for allowance; a Notice of Appeal; or the filing of a continuing application under 37 CFR 1.62 (FWC).)
- No response has been received.
- Applicant's failure to timely pay the required issue fee within the statutory period of three months from the mailing date of the Notice of Allowance.
  - The issue fee (with a Certificate of Mailing or Transmission of \_\_\_\_\_) was received on \_\_\_\_\_.
  - The submitted issue fee of \$\_\_\_\_\_ is insufficient. The issue fee required by 37 CFR 1.18 is \$\_\_\_\_\_.
  - The issue fee has not been received.
- Applicant's failure to timely file new formal drawings as required in the Notice of Allowability.
  - Proposed new formal drawings (with a Certificate of Mailing or Transmission of \_\_\_\_\_) were received on \_\_\_\_\_.
  - The proposed new formal drawings filed \_\_\_\_\_ are not acceptable.
  - No proposed new formal drawings have been received.
- The express abandonment under 37 CFR 1.62(g) in favor of the FWC application filed on \_\_\_\_\_.
- The letter of express abandonment which is signed by the attorney or agent of record, the assignee of the entire interest, or all of the applicants.
- The letter of express abandonment which is signed by an attorney or agent (acting in a representative capacity under 37 CFR 1.34(a)) upon the filing of a continuing application.
- The decision by the Board of Patent Appeals and Interferences rendered on \_\_\_\_\_ and because the period for seeking court review of the decision has expired and there are no allowed claims.
- The reason(s) below:

ABANDONMENT  
CONTACT PERSON IS  
TOM HAWKINS  
303-8330

# **Exhibit 32**



PTO/SB/84 (11-03)

Approved for use through 07/31/2006. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED  
UNINTENTIONALLY UNDER 37 CFR 1.137(b)Docket Number (Optional)  
CSI001

First named inventor: Stratton

Application No.: 09/801,536

Art Unit: 3618

Filed: 03/08/2001

Examiner: Mar, Michael Y.

Title: Truck for Skateboards

RECEIVED

JUN 09 2004

OFFICE OF PETITIONS

Attention: Office of Petitions

✓ Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
FAX: (703) 308-6916

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (703) 305-9282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus an extensions of time actually obtained.

## APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee --required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

## 1. Petition fee

Small entity-fee \$ 665 (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27.

Other than small entity - fee \$ \_\_\_\_\_ (37 CFR 1.17(m))

## 2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in

the form of Form B for Issue Fee Payment (identify type of reply):  
 has been filed previously on April 14, 2003

is enclosed herewith.

B. The issue fee and publication fee (if required) of \$ 950.00.

has been paid previously on \_\_\_\_\_

is enclosed herewith.

[Page 1 of 2]

This collection of information is required by 37 CFR 1.137. The information is required to obtain or retain a benefit by the public which is to file (and/or the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Refund Request 06/16/2004	Adjustment 06/10/2004	Refund Request 06/16/2004	Adjustment 06/10/2004
01 FC:243	01 FC:243	01 FC:243	01 FC:243
06/16/2004	06/10/2004	06/16/2004	06/10/2004
01 FC:243	01 FC:243	01 FC:243	01 FC:243

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

### 3. Terminal disclaimer with disclaimer fee

- Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ \_\_\_\_\_ for a small entity or \$ \_\_\_\_\_ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

### 4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE. The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D)).]

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

06/04/2004

Date



\_\_\_\_\_  
Signature

Telephone  
Number: (310) 589-8158

Cary Tope-McKey

Typed or printed name

23852 Pacific Coast Highway #0038

Address

Malibu, CA 90265

Address

Enclosures:  Fee Payment

- Reply
- Terminal Disclaimer Form
- Additional sheets containing statements establishing unintentional delay
- Other: \_\_\_\_\_

### CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this correspondence is being:

- deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.
- transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (703) 308-6916.

06/04/2004

Date



\_\_\_\_\_  
Signature

Cary Tope-McKey

Type or printed name of person signing certificate



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

5 Applicant: Stratton

Examiner: Swenson, Brian L.

Serial No.: 09/801,536

Group Art Unit: 3618

Filed: 03/18/2001

Our Ref: 37197/RJW/A524

10 For: Truck for Skateboards

RE: Petition to Revive Unintentionally Abandoned Application

Hon. Assistant Commissioner of Patents and Trademarks

15 Washington, D.C. 20231

**PETITION TO REVIVE UNINTENTIONALLY ABANDONED APPLICATION**

20 Sir:

In response to the Notice of Abandonment dated June 27, 2003, the Applicants respectfully request that the Examiner consider the Remarks made below. **All remarks herein are made without prejudice.**

25 **Remarks**

Applicant petitions the Examiner under 37 CFR 1.137(b) to revive the now abandoned application and accept late payment of the issue fee. Pursuant to 35 U.S.C. 41(a)(7), the Applicant has enclosed the proper payment of the issue fee, a statement that the entire delay in payment of the issue fee was unintentional, and the fee for filing a petition to revive an unintentionally abandoned application.

On or immediately after February 20, 2003, Applicant received the Notice of Allowance and Issue Fee Due ("Notice"). The Notice included a request for payment of the issue fee and publication fee in the total amount of \$950.00. The Notice also included

1 06/10/2004 35 a request for submission of a corrected sheet of drawings.

02 FC:1504  
03 FC:2814  
04 FC:1999

300.00 OP  
55.00 OP  
650.00 OP

On April 14, 2003, Applicant mailed the completed Form B, required \$950.00 Issue Fee, Corrected Sheet of Drawings, and a Return Receipt Postcard ("Postcard") to the USPTO. The Postcard is attached to this response and labeled "Attachment A." The postcard lists the contents of Applicant's response to the Notice, including the corrected drawing sheets, check for \$950.00, and completed Form B. The Postcard was returned to Applicant with the date stamp affixed by the USPTO as "April 15, 2003."

For reasons unknown to Applicant, the check for payment of the issue fee was never cashed by the USPTO, although the set of corrected drawings was received and processed. On June 27, 2003, a Notice of Abandonment was mailed by the USPTO, but was never received by Applicant. On January 15, 2004, Applicant was able to access the File History on the PAIR site and determine that the application had been abandoned.

Applicant now petitions to revive the unintentionally abandoned application and accept late payment of the issue fee pursuant to 37 C.F.R. 1.137(b). Applicant therefore submits the required \$950.00 fee for issuing the application, as well as the fee required for filing a petition to revive an unintentionally abandoned application.

Applicant therefore states that the entire delay in filing the required issue fee payment was unintentional. Applicant submitted the issue payment on April 14, 2003, within the proper time period required for response in an attempt to properly respond to the issue fee. Additionally, the Applicant now petitions the USPTO for revival of the application immediately after discovering that the application was abandoned.

Applicant therefore requests that the application be revived and the late payment of the issue fee be accepted by the Examiner as an unintentional abandonment of the application.

**Concluding Remarks:**

In view of the foregoing, Applicant believes the application is now in condition for issuance. Accordingly, early issuance of this application is respectfully requested.

Should the Examiner have any questions regarding this response or need any additional information, please contact the undersigned at (310) 589-8158.

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. 50-2691. In particular, if this  
5 response is not timely filed, the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR 1.136(a) requesting an extension of time of the number of months necessary to make this response timely filed and the petition fee due in connection therewith may be charged to deposit account no. 50-2691.

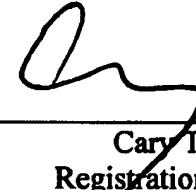
10

Respectfully submitted,

15



---

Date

---

Cary Tope-McKay  
Registration No. 41,350

20 Cary Tope-McKay  
TOPE-MCKAY & ASSOCIATES  
23852 Pacific Coast Hwy. #311  
Malibu, Ca 90265  
Tel: 310.589.8158  
25 Mobile: 310.383.7468  
Fax: 310-943-2736  
E-mail: cmckay@topemckay.com

09/801,536  
Filed 3/18/2001

CSI001  
Art Unit 3618



### Terminal Disclaimer

This terminal disclaimer, pursuant to 37 CFR § 1.321, is hereby filed by the patentee for U.S. Application Number 09/801,536, originally filed on 03/18/2001. This terminal disclaimer hereby dedicates to the public any terminal part of the term of any patent granted thereon equivalent to the period of abandonment of the application or any period that may extend beyond the date 20 years from the filing date of the application.

The patentee holds full ownership rights in the aforementioned application. The appropriate fee as set forth in 37 CFR § 1.20(d) is attached.

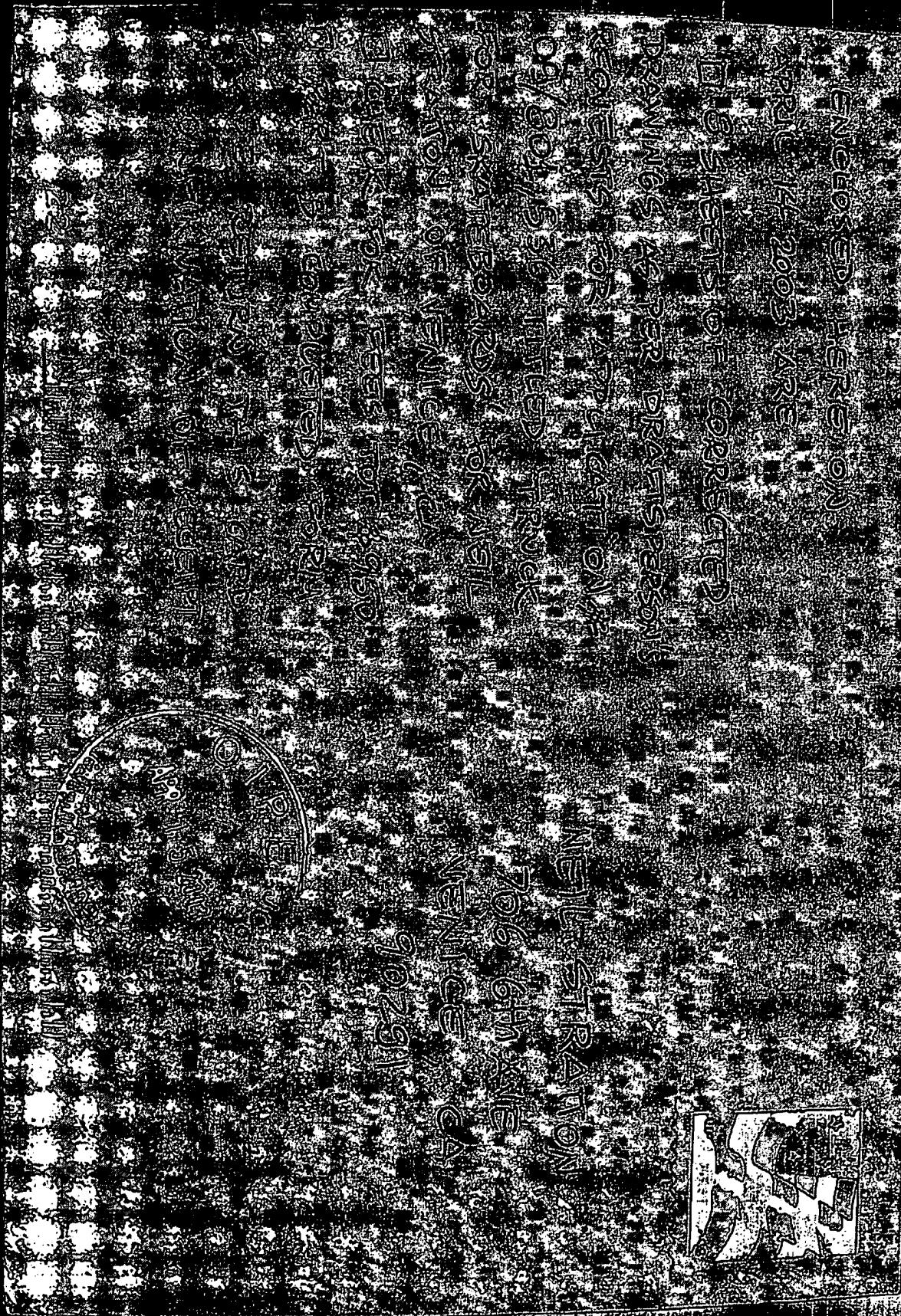
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Neil Stratton".

Neil Stratton

MAR 30 '04

Date





## United States Patent and Trademark Office

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<b>Application Number:</b>	09/801,536	<b>Customer Number:</b>	-
<b>Filing or 371(c) Date:</b>	03-08-2001	<b>Status:</b>	Abandoned -- Failure to Pay Issue Fee
<b>Application Type:</b>	Utility	<b>Status Date:</b>	06-27-2003
<b>Examiner Name:</b>	SWENSON, BRIAN L	<b>Location:</b>	FILE REPOSITORY (FRANCONIA)
<b>Group Art Unit:</b>	3618	<b>Location Date:</b>	11-21-2003
<b>Confirmation Number:</b>	7179	<b>Earliest Publication No:</b>	US 2002-0125670 A
<b>Attorney Docket Number:</b>	37197/RJW/A524	<b>Earliest Publication Date:</b>	09-12-2002
<b>Class/ Sub-Class:</b>	280/087.041	<b>Patent Number:</b>	-
<b>First Named Inventor:</b>	Neil Stratton, Venice, CA	<b>Issue Date of Patent:</b>	-
<b>Title Of Invention:</b>	TRUCK FOR SKATEBOARDS		

Select Search Option

[Patent Term Adjustment History](#)**File History**

Number	Date	Contents Description
41	06-27-2003	Mail Abandonment for Failure to Pay Issue Fee
40	06-27-2003	Abandonment for Failure to Pay Issue Fee
39	04-15-2003	Workflow - Drawings Finished
38	04-15-2003	Workflow - Drawings Matched with File at Contractor
37	04-15-2003	Workflow - Drawings Received at Contractor
36	04-15-2003	Workflow - Drawings Sent to Contractor
35	04-10-2003	Receipt into Pubs
34	02-25-2003	Workflow - File Sent to Contractor
33	02-25-2003	Receipt into Pubs
32	02-24-2003	Dispatch to Publications
31	02-21-2003	Dispatch to Publications
30	02-20-2003	Mail Notice of Allowance
29	02-20-2003	Mail Formal Drawings Required
28	02-19-2003	Formal Drawings Required
27	02-19-2003	Notice of Allowance Data Verification Completed
26	02-19-2003	Notice of Allowability
25	01-08-2003	Case Docketed to Examiner in GAU
24	01-07-2003	Date Forwarded to Examiner
23	12-09-2002	Response after Non-Final Action

22	12-09-2002	Substitute Specification Filed
21	12-09-2002	Request for Extension of Time - Granted
20	11-12-2002	Record Petition Decision of Granted Related to Attorney
19	11-08-2002	Petition Entered
18	11-12-2002	Correspondence Address Change
17	11-12-2002	Change in Power of Attorney (May Include Associate POA)
16	07-30-2002	Case Docketed to Examiner in GAU
15	07-22-2002	Mail Non-Final Rejection
14	07-15-2002	Non-Final Rejection
13	06-11-2002	Date Forwarded to Examiner
12	06-10-2002	Response to Election / Restriction Filed
11	05-17-2002	Information Disclosure Statement (IDS) Filed
10	05-02-2002	Mail Restriction Requirement
9	05-02-2002	Requirement for Restriction / Election
8	03-26-2002	Case Docketed to Examiner in GAU
7	03-26-2002	Case Docketed to Examiner in GAU
6	12-03-2001	Case Docketed to Examiner in GAU
5	11-06-2001	Application Dispatched from OIPE
4	10-31-2001	Application Is Now Complete
3	04-19-2001	Correspondence Address Change
2	04-02-2001	IFW Scan & PACR Auto Security Review
1	03-08-2001	Initial Exam Team nn

---

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## ATTACHMENT C

WELLS  
FARGO

Page 2 of 4

Neil Stratton  
Dba Stratton DesignAccount Number:  
Statement End Date:14,953  
080-9059579  
05/08/03

## Withdrawals and Debits

Date	Transaction Detail	Amount
Apr 15	Check Crd Purchase 04/14 Marina Del Rey Liquor Venice Ca 491987XXXXXX7505 2477300383Gpbhsse ?MCC=5921 121042882DA	- 4.99
Apr 16	Check Crd Purchase 04/14 California Pizza 047 Burbank Ca 491987XXXXXX7505 2432301393D3490E4 ?MCC=5812 121042882DA	- 113.50
Apr 16	POS Purchase - 04/16 Mach ID 000000 910 Lincoln Blvralphs Venice Ca 7505	- 23.80
Apr 17	Check Crd Purchase 04/16 Katies Pet Depot # Mar Vista Ca 491987XXXXXX7505 24224433B6KLQ355D ?MCC=5995 121042882DA	- 33.93
Apr 21	Check Crd Purchase 04/17 Staples #127 Venice Ca 491987XXXXXX7505 24610433Q03S3BE68 ?MCC=5111 121042882DA	- 62.55
Apr 21	Check Crd Purchase 04/18 Szechwan Restaurant Marina Del RA Ca 491987XXXXXX7505 24653003ES662ZQ0Q ?MCC=5812 121042882DA	- 55.00
Apr 21	Check Crd Purchase 04/19 Daisy Arts Venice Ca 491987XXXXXX7505 24492793E4BWY4992 ?MCC=5942 121042882DA	- 32.48
Apr 28	Wells Fargo Auto Pay 030427 547463924503847-Stratton,Neil	- 57.88
Apr 28	Check Crd Purchase 04/24 Main Street Video Venice Ca 491987XXXXXX7505 24492153L60Btgxpt ?MCC=7841 121042882DA	- 22.27
Apr 29	POS Purchase - 04/28 Mach ID 000000 3456 South Sepultrader Joew Los Angelesca 7505	- 218.89
Apr 29	Check Crd Purchase 04/26 Chan Darae Los Angeles Ca 491987XXXXXX7505 24418003N3E1YX14X ?MCC=5812 121042882DA	- 193.26
Apr 30	Check Crd Purchase 04/28 Laser Institute For De Santa Monica Ca 491987XXXXXX7505 24158383PHB3K603V ?MCC=8011 121042882DA	- 150.00
Apr 30	Check Crd Purchase 04/28 Xtracycle 530-292-1401 Ca 491987XXXXXX7505 24792623P6DYNZ8Eg ?MCC=5999 121042882DA	- 38.21
May 05	Check Crd Purchase 05/02 California Pizza 164 Santa Monica Ca 491987XXXXXX7505 24323013S3D40WH3R ?MCC=5812 121042882DA	- 51.20
May 05	Check Crd Purchase 05/03 Mannys Lowrider Bikes Venice Ca 491987XXXXXX7505 24468253WWGY5SQX5 ?MCC=5940 121042882DA	- 30.20
May 05	Check Crd Purchase 05/02 Johnnies Ny Pizza - SM 310-2866806 Ca 491987XXXXXX7505 24492793W3DWMMB8Tr ?MCC=5812 121042882DA	- 30.00
May 07	Check Crd Purchase 05/05 California Pizza 164 Santa Monica Ca 491987XXXXXX7505 24323013Y3D44NjvI ?MCC=5812 121042882DA	- 58.32
May 07	Check Crd Purchase 05/05 Amc Santa MON104002036 Santa Monica Ca 491987XXXXXX7505 24164073XV39SkkjD ?MCC=7832 121042882DA	- 19.00
May 08	Check Crd Purchase 05/06 Shell Oil 20445301060 Los Angeles Ca 491987XXXXXX7505 24692163Z00MSP5Tg ?MCC=5542 121042882DA	- 27.18
May 08	Check Crd Purchase 05/03 Main Street Video Venice Ca 491987XXXXXX7505 24492153Z60Btgxlv ?MCC=7841 121042882DA	- 14.11

## Checks Paid

Check #	Date	Amount	Check #	Date	Amount
2356	Apr 09	2,256.29	2361	May 08	2,256.29
2357	Apr 11	500.00	2362	May 08	112.00
2359	Apr 24	2,000.00			

\*Gap in Check Sequence

## Daily Balance Summary

Date	Balance	Date	Balance
Apr 08	46,412.43	Apr 24	44,562.61
Apr 09	44,156.14	Apr 28	46,099.13
Apr 11	43,656.14	Apr 29	45,686.98
Apr 14	43,531.01	Apr 30	45,498.77
Apr 15	46,883.87	May 05	45,387.37
Apr 16	46,746.57	May 06	46,539.65
Apr 17	46,712.64	May 07	46,462.33
Apr 21	46,562.61	May 08	44,052.75

Continued on next page

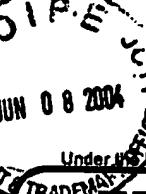
## ATTACHMENT D

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYOUT/DEBT (1)	COPIE FEE (1)	DEPOSIT/RENT (W)	SURCHARGE
2347	8/27	IRS	\$5,576.71			
2346 "	WF CR.		5,113.44			
" 4	ADVANTA		3,252.01			
2348 "	Mercury		261.10			
2349 "	GAS CO		63.66			
2350 "	SPRINT		43.90			
2351 "	VERIZON		118.64			
2352 "	DNP water		64.72			

2353 "	DNP Elec.	59	65			
2354 "	RISD (college fund)	25	00			
2355 9/28	TIM MORTHY (Architut)	2000		1500	1500	
DEP	CANGER	1928		1480	1480	
				1610	1610	
				1610	1610	
2356 9/28	WIA MU	2256	29			
2357 11/04	BAUER / OFFICE CHAIR	500				
2358	Patent office fees	950				

To Reorder Your Checks visit [www.dctmca.com](http://www.dctmca.com) or call 1-877-438-8267.

JUN 08 2004



PTO/SB/17 (10-03)  
Approved for use through 07/31/2008. OMB 0651-0032  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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# FEE TRANSMITTAL for FY 2004

Effective 10/01/2003. Patent fees are subject to annual revision.

Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT	(\\$) 1670.00
-------------------------	---------------

**Complete If Known**

Application Number	09/801,536	RECEIVED
Filing Date	03/18/2001	
First Named Inventor	Stratton	JUN 09 2004
Examiner Name	Swenson, Brian L.	
Art Unit	3618	C. 102 OF PETITIONS
Attorney Docket No.	CSI001	

**METHOD OF PAYMENT (check all that apply)**

Check  Credit card  Money Order  Other  None

Deposit Account:

Deposit Account Number	
Deposit Account Name	

The Director is authorized to: (check all that apply)

- Charge fee(s) indicated below  Credit any overpayments  
 Charge any additional fee(s) or any underpayment of fee(s)  
 Charge fee(s) indicated below, except for the filing fee to the above-identified deposit account.

**FEE CALCULATION**

**1. BASIC FILING FEE**

Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description	Fee Paid
1001 770	2001 385	Utility filing fee	
1002 340	2002 170	Design filing fee	
1003 530	2003 265	Plant filing fee	
1004 770	2004 385	Reissue filing fee	
1005 160	2005 80	Provisional filing fee	
<b>SUBTOTAL (1) (\$)</b>			

**2. EXTRA CLAIM FEES FOR UTILITY AND REISSUE**

Total Claims	Independent Claims	Multiple Dependent	Fee from below	Fee Paid
			-20** = <input type="text"/> X <input type="text"/> - <input type="text"/>	
			- 3** = <input type="text"/> X <input type="text"/> - <input type="text"/>	

Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description
1202 18	2202 9	Claims in excess of 20
1201 88	2201 43	Independent claims in excess of 3
1203 290	2203 145	Multiple dependent claim, if not paid
1204 88	2204 43	** Reissue independent claims over original patent
1205 18	2205 9	** Reissue claims in excess of 20 and over original patent
<b>SUBTOTAL (2) (\$)</b>		

\*\*or number previously paid, if greater; For Reissues, see above

**3. ADDITIONAL FEES**

Large Entity    Small Entity

Fee Code (\$)	Fee Code (\$)	Fee Description	Fee Paid
1051 130	2051 65	Surcharge - late filing fee or oath	
1052 50	2052 25	Surcharge - late provisional filing fee or cover sheet	
1053 130	1053 130	Non-English specification	
1812 2,520	1812 2,520	For filing a request for ex parte reexamination	
1804 920*	1804 920*	Requesting publication of SIR prior to Examiner action	
1805 1,840*	1805 1,840*	Requesting publication of SIR after Examiner action	
1251 110	2251 55	Extension for reply within first month	
1252 420	2252 210	Extension for reply within second month	
1253 950	2253 475	Extension for reply within third month	
1254 1,480	2254 740	Extension for reply within fourth month	
1255 2,010	2255 1,005	Extension for reply within fifth month	
1401 330	2401 165	Notice of Appeal	
1402 330	2402 165	Filing a brief in support of an appeal	
1403 290	2403 145	Request for oral hearing	
1451 1,510	1451 1,510	Petition to institute a public use proceeding	
1452 110	2452 55	Petition to revive - unavoidable	
1453 1,330	2453 665	Petition to revive - unintentional	665.00
1501 1,330	2501 665	Utility issue fee (or reissue)	950.00
1502 480	2502 240	Design issue fee	
1503 640	2503 320	Plant issue fee	
1460 130	1460 130	Petitions to the Commissioner	
1807 50	1807 50	Processing fee under 37 CFR 1.17(q)	
1808 180	1808 180	Submission of Information Disclosure Stmt	
8021 40	8021 40	Recording each patent assignment per property (times number of properties)	
1809 770	2809 385	Filing a submission after final rejection (37 CFR 1.129(a))	
1810 770	2810 385	For each additional invention to be examined (37 CFR 1.129(b))	
1801 770	2801 385	Request for Continued Examination (RCE)	
1802 900	1802 900	Request for expedited examination of a design application	
Other fee (specify) <b>Terminal Disclaimer Fee</b>			55.00

\*Reduced by Basic Filing Fee Paid

**SUBTOTAL (3) (\$)** 1670.00

**SUBMITTED BY**

(Complete if applicable)

Name (Print/Type)	Cary Tope-McKay	Registration No. (Attorney/Agent)	41,350	Telephone	310-589-8158
Signature	Date 06/04/2004				

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

This collection of information is required by 37 CFR 1.17 and 1.27. The information is required to obtain or retain a benefit which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/21 (03-03)

Approved for use through 04/30/2003. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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TRANSMITTAL  
FORM

(to be used for all correspondence after initial filing)

Application Number 09/801,536

Filing Date 03/18/2001

First Named Inventor Stratton

Art Unit 3618

Examiner Name Swenson, Brian L.

RECEIVED

JUN 09 2004

Total Number of Pages in This Submission

14

Attorney Docket Number CSI001

OFFICE OF PETITIONS

## ENCLOSURES (Check all that apply)

- Fee Transmittal Form  
 Fee Attached  
 Amendment/Reply  
 After Final  
 Affidavits/declaration(s)  
 Extension of Time Request  
 Express Abandonment Request  
 Information Disclosure Statement  
 Certified Copy of Priority Document(s)  
 Response to Missing Parts/ Incomplete Application  
 Response to Missing Parts under 37 CFR 1.52 or 1.53

- Drawing(s)  
 Licensing-related Papers  
 Petition  
 Petition to Convert to a Provisional Application  
 Power of Attorney, Revocation  
 Change of Correspondence Address  
 Terminal Disclaimer  
 Request for Refund  
 CD. Number of CD(s) \_\_\_\_\_

- After Allowance Communication to a Technology Center (TC)  
 Appeal Communication to Board of Appeals and Interferences  
 Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)  
 Proprietary Information  
 Status Letter  
 Other Enclosure(s) (please identify below):  
 Terminal Disclaimer; Return Receipt Postcard; Attachmts A-D

## Remarks

Filing includes two (2) petitions to be considered individually: 1) Petition to Withdraw Holding of Abandonment, and 2) Petition to Revive Unintentionally Abandoned Application.

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual	Tope-McKay & Associates
Signature	
Date	06/04/2004

## CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date: 06/04/2004

Typed or printed	Cary Tope-McKay
Signature	

Date 06/04/2004

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

# **Exhibit 33**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

Paper No. 19

EYREICK WILLIAMSON, PRESIDENT  
CARVER SKATEBOARDS, INC.  
245 TURNBULL CANYON ROAD  
CITY OF INDUSTRY, CA 91745

COPY MAILED

JUN 16 2004

OFFICE OF PETITIONS

In re Application of  
Stratton, Neil  
Application No. 09/801,536  
Filed: March 8, 2001  
Attorney Docket No. CSI001

ON PETITION

This is a decision on the petition under 37 C.F.R. § 1.137(b), filed June 8, 2004, to revive the above-identified application.

The petition is GRANTED.

The above-identified application became abandoned for failure to submit the issue fee and publication fee in a timely manner in reply to the Notice of Allowance mailed February 20, 2003, which set a statutory period for reply of three (3) months. Accordingly, the above-identified application became abandoned on May 21, 2003. A Notice of Abandonment was mailed on June 27, 2003.

Petitioner has met the requirements to revive the above-identified application pursuant to 37 CFR 1.137(b).

The Terminal Disclaimer filed on June 8, 2004 is not required since the application was not filed prior to June 8, 1995. Therefore, the Terminal Disclaimer has not been accepted and will not be entered, but will be placed in the application file.

The amount of the issue fee is determined when the fee is paid in full. Effective on October 1, 2003, the issue fee increased from \$650.00 to \$665.00. Accordingly, \$15.00 from the terminal disclaimer fee submitted with the instant petition on June 8, 2004 will be applied towards the issue fee. The remaining \$40.00 will be refunded to petitioner in the form of a treasury check.

The file does not indicate a change of address has been submitted, although the address given on the petition differs from the address of record. If appropriate, a request to change the address of record should be filed. A courtesy copy of this decision is being mailed to the address given on the petition; however, the Office will mail all future correspondence solely to the address of record.

The file is now being forwarded to the Publishing Division for processing into a patent.

Telephone inquiries should be directed to the undersigned at (703) 306-0482.

*Liana Chase*  
Liana Chase  
Petitions Examiner  
Office of Petitions  
Office of the Deputy Commissioner  
for Patent Examination Policy

cc: CARY TOPE-MCKAY  
23852 PACIFIC COAST HIGHWAY #0038  
MALIBU, CA 90265

# **Exhibit 34**

**From:** Scott Davison [sdavison@topemckay.com]  
**Sent:** Wednesday, October 06, 2004 2:55 PM  
**To:** 'neilstratton'  
**Subject:** Patent Issued!  
Neil,

I have great news! The USPTO finally issued your patent for the "Truck for Skateboards." The issue notification was mailed to us last week, and the official issue date of the patent is September 21, 2004. Your patent number is **6,793,224**. The actual patent should be in the printing division of the patent office now, and we should hopefully receive it in a few weeks.

I appreciate your patience while we sorted everything out, and I hope you enjoy being a new patent owner. I will be sending the patent over as soon as we receive it in our office. If you have any questions, please give me a call or shoot me an email anytime.

**Scott Davison**  
**Tope-McKay & Associates**  
**Email:** [sdavison@topemckay.com](mailto:sdavison@topemckay.com)  
**Phone:** (310) 804-1737

=====

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# **Exhibit 35**

**TOPE-MCKAY & ASSOCIATES**  
**INTELLECTUAL PROPERTY PRACTITIONERS**

23852 Pacific Coast Highway  
Suite 311  
Malibu, CA 90265  
[info@topemckay.com](mailto:info@topemckay.com)

Tel: 310.589.8158  
Fax: 310.943.2736

December 7, 2004

Carver Skateboards  
Attn: Neil Stratton  
245 Turnbull Canyon  
City of Industry, CA 91745

Re: Patent Materials & Invoices

Dear Neil,

Enclosed you will find the most recent invoices and materials related to the prosecution of your patents. Listed below is a description of the items enclosed. Please contact me if you have any questions.

We are also pleased to inform you that your application, the Truck for Skateboards, has finally issued. The issue date is 09/21/2004, and the US Patent Number is 6,793,224. We are still awaiting a copy of the patent itself, which we will forward to you as soon as we receive it.

Finally, attached is a copy of all invoices still outstanding with our office. As several of these invoices are more than 30 days past due, and we have allowed several months for payment, they are now accruing interest. Your prompt attention to these is appreciated. If you have any questions, please feel free to contact me at your convenience.

Sincerely,



Scott Davison, Esq.

Enclosed Invoices: 1129, 1794, 2186

Enclosed Materials:

1. CSI002-PROV (Truck for Skateboards)
  - a. Non-Provisional Patent Application, Filed 10/21/2004.

# **Exhibit 36**

---

**From:** Rachel Herrera [rhererra@topemckay.com]  
**Sent:** Friday, February 29, 2008 6:21 PM  
**To:** 'neil.stratton@comcast.net'  
**Subject:** CSI001 4Year Maintenance Fee Due 3/ 21/2008  
**Attachments:** CSI001-M.Fee-080229.doc; Credit Card Form CSI001.pdf

**Importance:** High

Hello Neil,

Please see the attached documents regarding the 4 year maintenance fee due on CSI001 and let us know if you have any questions.

Best regards,  
-Rachel

---

Rachel Z. Herrera  
Office Manager  
Tope-McKay & Associates  
23852 Pacific Coast Hwy #311  
Malibu, CA 90265  
Email: [rhererra@topemckay.com](mailto:rhererra@topemckay.com)  
Phone: (310) 589-8158  
Fax: (310) 943-2738

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**TOPE-MCKAY & ASSOCIATES**  
**INTELLECTUAL PROPERTY PRACTITIONERS**



23852 Pacific Coast Highway  
Suite 311  
Malibu, CA 90265  
[info@topemckay.com](mailto:info@topemckay.com)

Tel: 310.589.8158  
Fax: 310.943.2736

Carver Skateboards, Inc.  
Attn: Neil Stratton  
706 6th Avenue  
Venice, CA 90291

SPURIOUS DATE INTRODUCED  
BY MICROSOFT WORD IN  
RENDERING ATTACHMENT FOR  
EXHIBIT REDACTED

Sent via Email to [neil.stratton@comcast.net](mailto:neil.stratton@comcast.net)

**RE: Maintenance Fee Due for CSI001**

Dear Mr. Stratton:

This letter is to remind you that the 4 year maintenance fee for CSI001, US Patent 6,793,224 ("Method and Apparatus for Forming Inspection Openings in Insulation Cladding"), has a due date of **Friday, March 21, 2008**. This maintenance fee will serve to prevent the patent from expiring before its 20 year patent term.

We have attached a credit card form that you may sign and return back to us via fax or email so that we may send payment. If for your own reasons you wish not to proceed with this particular patent, or if you wish to go about payment in a different manner, please do not hesitate to contact our office at your earliest convenience.

Thank you in advance for your prompt response in this matter.

Best regards,

-Rachel Herrera

---

Office Manager  
[rerrerat@topemckay.com](mailto:rerrerat@topemckay.com)  
Phone: (310) 589-8158  
Fax: (310) 943-2736

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### Credit Card Payment Form

*(Do not submit this form electronically via EFS-Web)*

Please Read Instructions before Completing this Form

#### Credit Card Information

Credit Card Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
-------------------	-------------------------------	-------------------------------------	---	-----------------------------------

Credit Card Account #:

Credit Card Expiration Date:

Name as it Appears on Credit Card: Neil Stratton

Payment Amount: \$ (US Dollars): 465.00

Cardholder Signature:	Date:
-----------------------	-------

**Refund Policy:** The USPTO may refund a fee paid by mistake or in excess of that required. A change of purpose after the payment of a fee will not entitle a party to a refund of such fee. The USPTO will not refund amounts of \$25.00 or less unless a refund is specifically requested and will not notify the payor of such amounts (37 CFR 1.26). Refund of a fee paid by credit card will be issued as a credit to the credit card account to which the fee was charged.

**Service Charge:** There is a \$50.00 service charge for processing each payment refused (including a check returned "unpaid") or charged back by a financial institution (37 CFR 1.21 (m)).

#### Credit Card Billing Address

Street Address 1: 706 6th Avenue

Street Address 2:

City: Venice

State/Province: CA

Zip/Postal Code: 90291

Country: USA

Daytime Phone #: (310) 399-0771

Fax #: (310) 392-5004

#### Request and Payment Information

Description of Request and Payment Information:

CSI001- 3.5 Year Maintenance Fee

<input type="checkbox"/> Patent Fee	<input checked="" type="checkbox"/> Patent Maintenance Fee	<input type="checkbox"/> Trademark Fee	<input type="checkbox"/> Other Fee
Application No.	Application No. 09/801,536	Application No.	IDON Customer No.
Patent No.	Patent No. 6,793,224	Registration No.	
Attorney Docket No. CSI001		Identify or Describe Mark	

If the cardholder includes a credit card number on any form or document other than the Credit Card Payment Form or submits this form electronically via EFS-Web, the United States Patent and Trademark Office will not be liable in the event that the credit card number becomes public knowledge.

# **Exhibit 37**

Tope-McKay & Associates

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Date	Invoice #
3/12/2003	1129

Bill To
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI001 Office Action Response

P.O. No.	Terms	Project
Application		

Quantity	Description	Rate	Amount
2.05	SKINCAID - 9/24/2002 - Prepare office action response for skateboard truck application. Read over prior art and began to set up layout for arguments.	175.00	358.75
1.25	SKINCAID - 9/26/2002 - Meeting with CMCKAY and Stratton to discuss office action.	175.00	218.75
1.96667	SKINCAID - 9/29/2002 - Continued working on office action response.	175.00	344.17
2.48333	SKINCAID - 9/30/2002 - Continued working on office action response. Worked on laying out arguments.	175.00	434.58
1.46667	SKINCAID - 10/12/2002 - Completed argument layout and continued review of prior art.	175.00	256.67
3.93333	SKINCAID - 10/12/2002 - Continued work preparing office action. Read carefully through application to find errors.	175.00	688.33
2.06667	SKINCAID - 10/16/2002 - Completed initial draft of arguments.	175.00	361.67
1.01667	SKINCAID - 10/17/2002 - Reviewed draft and cleaned up language. Prepared to provide copy to client.	175.00	177.92
1.51667	SKINCAID - 10/29/2002 - Received comments from inventor and added to response.	175.00	265.42
0.95	SKINCAID - 11/05/2002 - Completed response and provided to CMCKAY for further processing.	175.00	166.25
1.31111	CMCKAY - 11/25/2002 - Reviewed response from SKINCAID. Cleaned up format and provided to MWAHLRAB for preparation for filing.	175.00	229.44
0.4	MWAHLRAB - 11/30/2002 - OFFICE ACTION - Prepare the Office Action for mail. Time includes the preparation of the forms as well as photocopies for the client.	75.00	30.00
			<b>Total</b>

## Tope-McKay & Associates

## **Invoice**

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Date	Invoice #
3/12/2003	1129

**Bill To**

Carver Skate Boards  
245 Turnbull Canyon  
City of Industry, CA 91745  
CSI001 Office Action Response

P.O. No.	Terms	Project
		Application

# Invoice

Invoice Date:	Invoice #:
6/30/2004	1794

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI001 Revival Petition

**Total**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			6/30/2004	6/30/2004	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	SDAVISON - 2/13/2004 - CSI001 - Researched strategy for reviving abandoned application after apparent loss of issue fee payment. Discussed proposed strategies with CMCKAY.		0.75	175.00	131.25
Senior Attorney	CMCKAY - 2/13/2004 - CSI001 - Reviewed abandonment notice and discussed strategy for response with SDAVISON.		0.33333	225.00	75.00
Associate Attorney	SDAVISON - 2/19/2004 - CSI001 - Prepared letter challenging abandonment status of CSI application.		1.28333	175.00	224.58
Associate Attorney	SDAVISON - 2/24/2004 - CSI001 - Drafted Petition to Revive Unintentionally Abandoned Application to correspond with Petition to Withdraw Abandonment. Reviewed procedural steps before drafting letter and amended both in preparation for filing.		1.45	175.00	253.75
Assistant Work	SDAVISON - 2/24/2004 - CSI001 - Prepared forms for filing of petitions to revive abandoned application.		0.45	75.00	33.75
Assistant Work	SDAVISON - 3/23/2004 - CSI001 - Contacted client to discuss filing petition for unintentional abandonment.		0.38333	75.00	28.75

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
6/30/2004	1794

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI001 Revival Petition

<b>Total</b>	<b>\$1,316.22</b>
--------------	-------------------

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			6/30/2004	6/30/2004	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	SDAVISON - 3/25/2004 - CSI001 - Prepared terminal disclaimer and documents in preparation for filing petition for unintentional abandonment. Contacted client to finish up forms and prepare for filing.		1.68333	175.00	294.58
Senior Attorney	CMCKAY - 4/7/2004 - CSI001 - Reviewed dual petitions for reviving application from abandonment and worked with SDAVISON on final revisions before filing.		0.58333	225.00	131.25
Assistant Work	SDAVISON - 4/8/2004 - CSI001 - Prepared forms for filing petition to withdraw abandonment.		0.4	75.00	30.00
	Subtotal for all Hourly Time				1,202.91
Postage Regular Mail	Postage for mailing package via first class mail.			0.83	0.83
Miscellaneous Work	Interest Accrued as of 1/1/2005, 1.5% Compounded Monthly			112.48	112.48
				<b>Total</b>	<b>\$1,316.22</b>
				<b>Payments/Credits</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$1,316.22</b>

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

Invoice Date:	Invoice #:
1/19/2005	2186

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002-PROV Provisional US Application

**Total**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			1/19/2005	1/19/2005	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	MRISSO - 10/14/04 - CSI002 - Application - Reviewed the disclosure and hand drawings provided by inventor Neil Stratton. Prepared drawings to coincide with the invention and the hand drawing.		2.4	175.00	420.00
Associate Attorney	MRISSO - 10/15/04 - CSI002 - Application - Reviewed and revised the drawings to incorporate the skateboard trucks turning angles. Began preparing the application, including the background section and the description.		2.33333	175.00	408.33
Associate Attorney	MRISSO - 10/20/04 - CSI002 - Application - Conferenced with Neil Stratton and incorporated information from the phone conference into the application. Continued revising the application and preparing the detailed description of the invention.		5	175.00	875.00
Associate Attorney	MRISSO - 10/21/04 - CSI002 - Application - Continued preparing and revising the application. Prepared the introduction and coordinated the application with the drawings.		7.86667	175.00	1,376.67
Assistant Work	SDAVISON - 10/25/2004 - CSI002-PROV - Docketed filing of provisional application; prepared client copy, created new client file.		0.3	75.00	22.50

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

Invoice Date:	Invoice #:
1/19/2005	2186

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002-PROV Provisional US Application

<b>Total</b>	<b>\$3,788.65</b>
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Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			1/19/2005	1/19/2005	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	MRISSO - 10/14/04 - CSI002 - Application - Reviewed the disclosure and hand drawings provided by inventor Neil Stratton. Prepared drawings to coincide with the invention and the hand drawing.		2.4	175.00	420.00
Senior Attorney	CMCKAY - 10/14/2004 - CSI002 - Reviewed application draft and submitted revisions to MRISSO for final preparation before filing.		0.76667	225.00	172.50
	Subtotal for all Hourly Time				3,695.00
US Provisional Pat...	Government Fee for filing a provisional patent application with the US Patent and Trademark Office.			80.00	80.00
Postage Express M...	Express Mail Postage Charge			13.65	13.65
				<b>Total</b>	<b>\$3,788.65</b>
				<b>Payments/Credits</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$3,788.65</b>

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
2/4/2005	2328

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002 US Non-Provisional Application

**Total**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			2/4/2005	2/4/2005	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	MRISSO - 11/29/04 - CSI002 - Application - Reviewed the document and drawings provided by Neil Stratton. Incorporated the document and new drawings into the patent application.		1.05	175.00	183.75
Associate Attorney	MRISSO - 12/8/04 - CSI002 - Application - Reviewed the drawings provided by Neil Stratton and incorporated the drawings into the application.		5.25	175.00	918.75
Associate Attorney	MRISSO - 12/9/04 - CSI002 - Application - Revised the drawings to include the numerals from the application. Revised the application to be coordinated with the drawings.		3.4	175.00	595.00
Associate Attorney	MRISSO - 12/10/04 - CSI002 - Application - Revised the application and the claims to contain subject matter consistent with the drawings.		3.05	175.00	533.75
Associate Attorney	MRISSO - 10/11/04 - CSI002 - Application - Reviewed the disclosure provided by Neil. Conferenced with Neil regarding the disclosure and began making notes for the claims. Began drafting the claims using material from the disclosure and from the conversation with Neil.		2.01667	175.00	352.92

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
2/4/2005	2328

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002 US Non-Provisional Application

**Total**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			2/4/2005	2/4/2005	
Item	Description		Hours/Qty	Rate	Amount
Associate Attorney	MRISSO - 10/13/04 - CSI002 - Application - Reviewed the additional disclosure materials. Began drafting a set of claims.		3.18333	175.00	557.08
Assistant Work	SDAVISON - 1/5/2005 - CSI002 - Prepared declarations in preparation for application filing.		0.31667	75.00	23.75
Senior Attorney	CMCKAY - 1/5/2005 - CSI002 - Reviewed application draft and made revisions to the claims and detailed description sections. Conferences with MRISSO regarding changes needed and how to clarify elements of the invention in the claims.		2.25	225.00	506.25
Associate Attorney	MRISSO - 1/5/05 - CSI002 - Application - Reviewed and revised the application to incorporate Cary Tope-Mckay's comments. Reviewed and revised to ensure consistency and quality.		3.06667	175.00	536.67
Assistant Work	SDAVISON - 1/18/2005 - CSI002 - Finalized forms for filing of non-provisional application; mailed response to USPTO; docketed, prepared client copies, and placed firm copies in office files.		1.23333	75.00	92.50

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
2/4/2005	2328

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002 US Non-Provisional Application

**Total** **\$4,074.07**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			2/4/2005	2/4/2005	
Item	Description		Hours/Qty	Rate	Amount
Assistant Work	SDAVISON - 1/26/2005 - CSI002 - Docketed filing of new utility application with USPTO; prepared new client file and docket position; prepared client copy for mailing, and placed firm copy in office files.		0.13333	75.00	10.00
	Subtotal for all Hourly Time				4,310.42
US Utility Patent F...	Government Fee for filing a patent application with the US Patent and Trademark Office. Fee varies with the number of independent and dependent claims.			675.00	675.00
Miscellaneous Disc...	USPTO Filing Fee Paid by Client in Advance			-675.00	-675.00
Postage Express M...	Express Mail Postage Charge			13.65	13.65
Good Inventor Disc...	Discount for inventor who is particularly good to work with.			-250.00	-250.00
				<b>Total</b>	<b>\$4,074.07</b>
				<b>Payments/Credits</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$4,074.07</b>

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

Invoice Date:	Invoice #:
2/4/2005	2479

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002-PROV Missing Parts Response

**Total**

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
			2/4/2005	2/4/2005	
Item	Description		Hours/Qty	Rate	Amount
Assistant Work	SDAVISON - 1/7/2005 - CSI002-PROV - Received filing receipt and Notice of Missing Parts from USPTO; copied for client, docketed information, placed notice on office boards, and placed firm copy in office file.		0.13333	75.00	10.00
Associate Attorney	MRISSO - 1/18/05 - CSI002-Prov - Office Action - Reviewed the notice to file missing parts for the provisional patent application. Prepared the reply to the notice to file missing parts office action regarding the filing fee and late declaration.		0.83333	175.00	145.83
Assistant Work	SDAVISON - 1/18/2005 - CSI002-PROV - Prepared forms for filing of missing parts response; mailed response to USPTO; docketed, prepared client copies, and placed firm copies in office files.		0.5	75.00	37.50
Assistant Work	SDAVISON - 1/26/2005 - CSI002-PROV - Docketed filing of missing parts response with USPTO; prepared client copy, placed firm copy in office files.		0.11667	75.00	8.75
Subtotal for all Hourly Time					202.08
US Missing Parts F...	Government Fee for replying to a Notice of Missing Parts from the US Patent and Trademark Office.			125.00	125.00

**Total**

**Payments/Credits**

**Balance Due**

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

## Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
2/4/2005	2479

Bill To:  
Carver Skate Boards  
245 Turnbull Canyon  
City of Industry, CA 91745  
CSI002-PROV Missing Parts Response

Total \$202.08

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com P.O. Box 2000	<a href="http://www.topemckay.com">www.topemckay.com</a>

# Invoice

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Invoice Date:	Invoice #:
3/27/2006	3129

Bill To:
Carver Skate Boards Attn: Neil Stratton CSI001 Issued Patent Review

Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
CSI001			3/27/2006	3/27/2006	
Item	Description		Hours/Qty	Rate	Amount
Assistant	ALOHSE - 11/7/2005 - CSI001 - reviewed issued patent for errors and omissions during prosecution.		3.36667	85.00	286.17
					<b>Total</b> \$286.17

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

# Invoice

Invoice Date:	Invoice #:
7/9/2006	3245

23852 Pacific Coast Highway #311  
Malibu, CA 90265

Bill To:
Carver Skate Boards 245 Turnbull Canyon City of Industry, CA 91745 CSI002-PROV File Maintenance

<b>Total</b>	<b>\$17.00</b>
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Docket #	Case #	Terms	Due Date:	Initial Consult	Application #
CSI002-PROV	Truck For Skateboards	Net 30	8/8/2006	7/5/2006	
Item	Description		Hours/Qty	Rate	Amount
Assistant Work	SDAVISON - 2/17/2005 - CSI002-PROV - Received updated filing receipt. Prepared client copy, docketed, and placed information in office files.		0.1	85.00	8.50
Assistant Work	SDAVISON - 3/15/2005 - CSI002 - Received filing receipt from USPTO; docketed and prepared client copy; placed firm copy in office files.		0.1	85.00	8.50
	Subtotal for all Hourly Time				17.00
				<b>Total</b>	<b>\$17.00</b>
				<b>Payments/Credits</b>	<b>\$0.00</b>
				<b>Balance Due</b>	<b>\$17.00</b>

Phone #	Fax:	E-Mail	Web Site
(310) 589-8158	(310) 943-2736	accounting@topemckay.com	www.topemckay.com

**Tope-McKay & Associates**  
23852 Pacific Coast Highway #311  
Malibu, CA 90265



Invoice submitted to:

Carver Skate Boards  
Attn: Eyreick Williams  
245 Turnbull Canyon  
City of Industry CA 91745  
USA

Invoice Date	Invoice Number	Our Reference/Your Reference
August 15, 2006	10465	CSI000 Carver Skat Bds

**TOTAL CURRENT CHARGES****\$19.05****Professional Services**

		<u>Hrs/Rate</u>	<u>Amount</u>
7/7/2006 RZAMUDIO	Docketing Work Prepared client materials letter and updated client information in docketing software.	0.22 85.00/hr.	18.42

For professional services rendered

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**\$18.42****Additional Charges :**

		<u>Qty/Price</u>	
7/21/2006 MRHYNE	USPS First Class Mail Charge CSI. Mailed client materials first class postage.	1 0.63	0.63
<b>Total additional charges</b>			<b>\$0.63</b>
<b>Total amount of this bill</b>			<b>\$19.05</b>

**Tope-McKay & Associates**  
23852 Pacific Coast Highway #311  
Malibu, CA 90265



Invoice submitted to:
Carver Skate Boards
Attn: Eyreick Williams
245 Turnbull Canyon
City of Industry CA 91745
USA

Invoice Date	Invoice Number	Our Reference/Your Reference
August 15, 2006	10466	CSI000.00002.OU00.US.MISCE CSI002

**TOTAL CURRENT CHARGES                                    \$86.72**

**Professional Services**

		Hrs/Rate	Amount
4/27/2006 MWAHLRAB	Docketing Work Docketed and filed Filing Receipt and Filing Receipt postcard.	0.15 85.00/hr.	12.75
5/3/2006 MWAHLRAB	Assistant Hourly Fee Prepared the client letter with associated materials from the USPTO.	0.28 85.00/hr.	24.08
5/21/2006 MWAHLRAB	Patent Engineer/Scientist Hourly Fee CSI002 - Prepared client letter with additional materials from the USPTO.	0.17 85.00/hr.	14.19
5/25/2006 RZAMUDIO	Docketing Work Docketed various items for client.	0.42 85.00/hr.	35.70
For professional services rendered			<b>\$86.72</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 3/12/2003  
Invoice No. 1129

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI001

Your Reference:

	<b>Quantity</b>	<b>Cost</b>	<b>Amount</b>
See Old File (Remaining Balance of Original \$3,124.95)		624.95	624.95
11/2/2005 - Customer Payment (Previously Unapplied)		-300.00	-300.00
8/18/2010-Discount of Professional Fees-Agreement to settle.		-324.95	-324.95

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

<b>Invoice Total</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 6/30/2004  
Invoice No. 1794

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI001

Your Reference:

	<b>Quantity</b>	<b>Cost</b>	<b>Amount</b>
See Old File		1,316.22	1,316.22
8/18/2010-Discount of Professional Fees-Agreement to settle.		-1,316.22	-1,316.22

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

<b>Invoice Total</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$0.00

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 1/19/2005  
Invoice No. 2186

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI002

Your Reference:

	Quantity	Cost	Amount
See Old File		3,788.65	3,788.65
8/18/2010-Discount of Professional Fees-Agreement to settle.		-3,299.91	-3,299.91

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$488.74
Payments/Credits	\$-488.74
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 2/4/2005  
Invoice No. 2479

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI002

Your Reference:

	Quantity	Cost	Amount
See Old File		202.08	202.08

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$202.08
Payments/Credits	\$-202.08
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 2/4/2005  
Invoice No. 2328

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI002

Your Reference:

See Old File

Quantity	Cost	Amount
	4,074.07	4,074.07

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$4,074.07
Payments/Credits	\$-4,074.07
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 7/9/2006  
Invoice No. 3245

PAID

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI002

Your Reference:

See Old File

Quantity	Cost	Amount
	17.00	17.00

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$17.00
Payments/Credits	\$-17.00
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 8/15/2006  
Invoice No. 10466-TS

PAID

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference: CSI002

Your Reference:

	<b>Quantity</b>	<b>Cost</b>	<b>Amount</b>
Time Slips Invoicing/ATF		86.72	86.72

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$86.72
Payments/Credits	\$-86.72
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PAID

Invoice Date: 8/15/2006  
Invoice No. 10465-TS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our Reference:

Your Reference:

Time Slips Invoicing/ATF

Quantity	Cost	Amount
	19.05	19.05

MASTERCARD, AND VISA ACCEPTED with a 4% SurCharge  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a  
finance charge of 1.5% per month.  
Thank you for keeping your account current.

Invoice Total	\$19.05
Payments/Credits	\$-19.05
<b>Balance Due</b>	<b>\$0.00</b>

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

WPAILED  
 Date: 2/25/2008  
 Invoice No. 5340

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI002

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
6/29/2007	RZAMUDIO-06/29/2007-CSI002-11/039,617 - Received, reviewed, and docketed Notice of Allowance and Fee(s) Due sent from the USPTO on 6/21/2007. Converted to Electronic. Copied for client and placed original in client file. Updated docket calendaring system. Sent to MWAHLRAB for review.	0.3	85.00	25.50
6/29/2007	MWAHLRAB - 6/29/2007 - Assisted AVILLAREAL in completing the Issue Fee report and case summary. Verified that the Examiner's reasons for allowance were appropriate given the case history.	0.38333	185.00	70.92
6/30/2007	AVILLARREAL-06/30/07-CSI002-Rviewed Notice of Allowance for correctness against file history.	2.5	185.00	462.50
7/24/2007	AVILLARREAL-07/24/07-CSI002-Continued reviewing Notice of Allowance and drafted letter to client regarding results of review.	4.75	185.00	878.75
7/30/2007	MRISSO - 07/30/07 - CSI002 - Time spent reviewing the response to the Notice of Allowance, including the amended figures and applicable response statements. Reviewed and revised the response to ensure consistency and accuracy. Forwarded the issue fee form to N. Stratton for signing.	1.5	250.00	375.00
8/22/2007	MRISSO - 08/22/07 - CSI002 - Time spent reviewing the Notice of Allowance and preparing the applicable forms to submit with the response and issue fee.	1.25	250.00	312.50

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total  
 Payments/Credits

Thank you for keeping your account current.

**Balance Due**

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY/PRACTITIONERS

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

PPS  
 Private Date: 2/25/2008  
 Invoice No. 5340

Our/Your Reference: CSI002

Date	Description	Quantity	Cost	Amount
9/6/2007	PROUTLEDGE-09/06/2007-CSI - Prepared Client Mailing of most recent materials related to prosecution of patents for case number CSI002 including Notice of Allowance from USPTO. Sent to Client via First Class Mail.	0.2	85.00	17.00
9/12/2007	RZAMUDIO-09/12/2007-CSI002-60/621,407 - Prepared Issue Fee Payment for mailing to the USPTO. Copied for both firm and client. Sent by first class mail.	0.4	85.00	34.00
9/13/2007	RZAMUDIO-09/13/2007-CSI002-11/039,617 - Docketed Issue Fee Payment sent to the USPTO on 9/12/2007. Placed firm copy in client file and updated docket calendaring system.	0.11667	85.00	9.92
9/24/2007	RZHERRERA-09/24/2007-CSI002-11/039,617 - Docketed Return-Receipt Postcard date-stamped 9/19/2007 for issue fee payment and power of attorney sent to the USPTO. Placed in client file.	0.1	85.00	8.50
9/27/2007	RZHERRERA-09/27/2007-CSI002-11/039,617 - Docketed Notice of Acceptance of Power of Attorney sent from the USPTO on 9/21/2007. Copied for client and placed original in client file.	0.1	85.00	8.50
9/28/2007	RZHERRERA-09/28/2007-CSI002-11/039,617 - Prepared client copies and cover letter for mailing to client. Copies included Issue Fee Payment and Notice of Power of Attorney. Sent by first class mail.	0.2	85.00	17.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY/PRACTITIONERS

WPA  
 Date: 2/25/2008  
 Invoice No. 5340

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI002

Date	Description	Quantity	Cost	Amount
10/16/2007	PROUTLEDGE - 10/16/2007 - CSI002 - Docketed Issue Notification sent from USPTO on 10/10/2007. Issue Date is 10/20/2007. Copied for client and placed original in client file.	0.1	85.00	8.50
11/7/2007	PROUTLEDGE - 11/7/2007 - CSI002 - Docketed receipt of Patent Certificate sent from USPTO on 10/30/2007. Copied for client file and placed original in client out-going mail.	0.1	85.00	8.50
1/15/2008	DAPPY - 08/01/15 - CSI002 - Reviewed issued patent for consistency with prosecution history. Placed copy of issued patent in client file. Updated status of file in docket.	1.95	200.00	390.00
1/25/2008	PROUTLEDGE - 1/25/2008 - CSI002 - Prepared Cover Letters and Client Copies for First Class Mailing.	0.18333	85.00	15.58
1/28/2008	PROUTLEDGE - 1/28/2008 - CSI002 - Prepared Cover Letters and Client Copies for First Class Mailing. Courier to Post Office.	0.1	85.00	8.50
SUBTOTAL PROFESSIONAL FEES:				2,651.17
ADVANCED CLIENT COSTS:				0.00 0.00
9/12/2007	First Class Mail		1.36	1.36
9/28/2007	First Class Mail		0.68	0.68
1/28/2008	First Class Mail		0.80	0.80
SUBTOTAL ADVANCED CLIENT COSTS:				2.84

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total	\$2,654.01
Payments/Credits	\$-2,654.01

Thank you for keeping your account current.

<b>Balance Due</b>	<b>\$0.00</b>
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*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PPR  
Date: 2/25/2008  
Invoice No. 5338

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference:

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
9/5/2007	MRISSO - 09/05/07 - CSI - Time spent conferencing with N. Stratton regarding a competitor's product and patent and the relationship between Carver's patent and the competitor's product. Discussed various litigation and infringement strategies.	0.5	250.00	125.00
9/12/2007	MRISSO - 09/12/07 - CSI - Time spent conferencing with N. Stratton regarding an infringing company and possible strategies in response, such as the preparation of a licensing agreement.	0.33333	250.00	83.33
10/11/2007	FLAT FEE \$450.00; ZPoprawski; 10/11/2007 - Neil Stratton; VAPIPE; Prepared a comprehensive trademark search covering the Federal Register, all the State Registers, and several key Common Law Databases.	1	450.00	450.00
11/13/2007	FLAT FEE \$300.00; ZPoprawski; 11/13/2007 - Neil Stratton; VAPIPE - Prepared the Federal Trademark Application filing form.	1	300.00	300.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$958.33
Payments/Credits	\$-958.33
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Paid  
 Invoice Date: 2/28/2008  
 Invoice No. 5341

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
3/28/2007	MRISSO - 03/28/07 - CSI003-PROV - Time spent reviewing the invention disclosure and preparing a provisional application to reflect the skateboard truck invention.	3.16667	250.00	791.67
3/29/2007	CMCKAY-03/29/07-CSI003-PROV - Time spent reviewing provisional application and assisting in preparation for filing.	3	250.00	750.00
3/29/2007	ZPOPRAWSKI; 03/29/2007 - CSI003-PROV; Prepared the Provisional Application filing document, including Transmittal, and return postcard for filing. Filed the new Provisional Application with the USPTO as the receiving office.	1.3	250.00	325.00
5/2/2007	RZAMUDIO-05/02/2007-CSI003-PROV - Docketed Provisional Application sent to the USPTO on 3/30/2007. Converted to electronic form. Placed firm copy in client file.	0.16667	85.00	14.17
5/2/2007	RZAMUDIO-05/02/2007-CSI003-PROV-60/920,940 - Docketed return-receipt postcard date-stamped 3/30/2007 for Provisional Application sent to the USPTO and Filing Receipt with the date of 4/18/2007. Copied Filing Receipt for client and placed both originals in client file.	0.1	85.00	8.50
5/25/2007	RZAMUDIO-05/25/2007-CSI/MISCE - Prepared set of documents for mailing to client. Documents included Filing Receipt with the date of 4/18/2007, Provisional Application sent to the USPTO for CSI003 and cover letter. Sent by first class mail.	0.16667	85.00	14.17

**SUBTOTAL PROFESSIONAL FEES:** 1,903.51

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Printed Date: 2/28/2008  
Invoice No. 5341

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
ADVANCED CLIENT COSTS:				
3/29/2007	Express Mail		15.06	15.06
4/6/2007	Provisional Filing Fee		100.00	100.00
SUBTOTAL ADVANCED CLIENT COSTS:				115.06

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$2,018.57
Payments/Credits	\$-2,018.57
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY/PRACTITIONERS

Printed Date: 10/2/2008  
 Invoice No. 5844

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
3/24/2008	MRISSO - 03/24/08 - CSI003 - Time spent reviewing and revising a draft of the non-provisional patent application. Revised the specification to comply with USPTO procedure and reflect material in the figures.	3	250.00	750.00
3/26/2008	MRISSO - 03/26/08 - CSI003 - Time spent reviewing and revising the non-provisional patent application. Revised the claims and provided a final draft to N. Stratton for review.	2	250.00	500.00
3/27/2008	MRISSO - 03/27/08 - CSI003 - Time spent finalizing the patent application. Forwarded for filing with the USPTO.	0.33333	250.00	83.33
3/28/2008	RZHERRERA-03/28/2008-CSI003 - Prepared New Utility Application for mailing to the USPTO. Copied for both firm and client and sent by express mail.	0.43333	85.00	36.83
4/1/2008	RZHERRERA-04/01/2008-CSI003 - Docketed New Utility Application sent to the USPTO on 3/29/2008. Copied for client and placed original in client file. Updated docket calendaring system.	0.2	85.00	17.00
4/10/2008	HDOUGLAS-04/10/2008-CSI003- Prepared client copies for first class mailing consisting of New Application and cover letter.	0.25	85.00	21.25
<b>SUBTOTAL PROFESSIONAL FEES:</b>				1,408.41

**ADVANCED CLIENT COSTS:**

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total  
 Payments/Credits

Thank you for keeping your account current.

**Balance Due**

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PPM  
Postage Due 10/2/2008  
Invoice No. 5844

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
3/28/2008	CSI003 - Express Mail for Utility Application		16.51	16.51
4/10/2008	CSI003-12/080,342 - First Class Mail for client copies		0.83	0.83
SUBTOTAL ADVANCED CLIENT COSTS:				17.34

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$1,425.75
Payments/Credits	\$-1,425.75
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Private Date: 10/2/2008  
Invoice No. 5778

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
2/29/2008	RZHERRERA-02/29/2008-CSI001-09/801,536 - Drafted Maintenance Fee Reminder letter for the four year fee due on 3/21/2008. Sent along with credit card form via email to NSTRATTON. Updated docket calendaring system.	0.3	85.00	25.50

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$25.50
Payments/Credits	\$-25.50
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY/PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Date: 10/2/2008  
Invoice No. 5777

Our/Your Reference:

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
8/15/2008	ZPoprawski; 08/15/2008 - Trademarks - At Clients request, prepared and sent to the Client a list of current trademark applications along with application serial numbers.	0.25	250.00	62.50

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$62.50
Payments/Credits	\$-62.50
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Paid  
 Date: 10/2/2008  
 Invoice No. 5496

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
5/5/2008	RZHERRERA-05/05/2008-CSI003-12/080,342 - Docketed Filing Receipt and Notice to File Corrected Application Papers sent from the USPTO on 4/28/2008. Converted to electronic form and sent to MRISSO for review and completion. Copied for client and placed original in client file. Updated docket calendaring system.	0.25	85.00	21.25
5/6/2008	RZHERRERA-05/06/2008-CSI003-12/080,342 - Received confirmation from MRISSO that he will be preparing the requested drawings for the notice dated 4/28/2008. Assigned them to him and updated docket calendaring system.	0.1	85.00	8.50
5/6/2008	RZHERRERA-05/06/2008-CSI003-12/080,342 - Docketed return receipt postcard date-stamped 4/2/2008 for Utility Application sent to the USPTO. Placed in client file.	0.1	85.00	8.50
6/6/2008	MRISSO - 06/06/08 - CSI003 - Time spent preparing a response to an Office Action dated April 28, 2008, requiring replacement drawings. Forwarded the response and replacement drawings for filing with the USPTO.	1.33333	250.00	333.33
6/13/2008	RZHERRERA-06/13/2008-CSI003-12/080,342 - Prepared Missing Parts Response for mailing to the USPTO. Copied for both firm and client and sent by first class mail.	0.23333	85.00	19.83
6/17/2008	HDOUGLAS-6/17/2008-CSI003/12/080,342-Docketed Missing Parts response sent to USPTO on 6/13/2008. Placed firm copy in client file and updated docket calendaring system.	0.21667	85.00	18.42

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

*Balance Due*

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Paid  
 Invoice Date: 10/2/2008  
 Invoice No. 5496

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
6/24/2008	HDOUGLAS-6/24/2008-CSI003/12/080,342-Docketed return receipt postcard date stamped 6/16/2008 for Missing Parts Response sent to USPTO. Placed in client file.	0.11667	85.00	9.92
6/26/2008	HDOUGLAS-6/26/2008-CSI003/12/080,342-Prepared client copies for first class mailing consisting of Missing Parts Response, Notice to File Corrected Application Papers, Filing Receipt and Client Letter.	0.18333	85.00	15.58
6/30/2008	HDOUGLAS-6/30/2008-CSI003/12/080,342-Prepared package for first class mailing of Client Copies and Client Letter.	0.1	85.00	8.50
7/8/2008	HDOUGLAS-7/8/2008-CSI003/12/080,342-Docketed Updated Filing Receipt sent from the USPTO on 6/30/2008. Copied for client and placed original in client file.	0.11667	85.00	9.92
8/1/2008	HDOUGLAS-8/1/2008-CSI003/12/080,342-Prepared client copy for first class mail consisting of Updated Filing Receipt and cover letter.	0.25	85.00	21.25
SUBTOTAL PROFESSIONAL FEES:				475.00

ADVANCED CLIENT COSTS:

6/13/2008	CSI003-12/080,342 - First Class Mail for Missing Parts	0.83	0.83
6/30/2008	CSI003-12/080,342 - First Class Mail for client copies and letter	1.35	1.35
8/1/2008	CSI003-12/080,342 - First Class Mail for client copies and letter	0.59	0.59

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total  
 Payments/Credits

Thank you for keeping your account current.

**Balance Due**

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Invoice Date: 10/2/2008  
Invoice No. 5496

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
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SUBTOTAL ADVANCED CLIENT COSTS:	2.77
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MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$477.77
Payments/Credits	\$-477.77
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

PPA  
Invoice Date: 11/14/2008  
Invoice No. 5832

Neil Stratton  
706 6th Avenue  
Venice, CA 90291

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
6/26/2008	ZPoprawski; 06/26/2008 - Neil Stratton; CARVER cl.28; Prepared a federal trademark application.	1	350.00	350.00
6/26/2008	ZPoprawski; 06/26/2008 - Neil Stratton; CARVER cl.25; Prepared a federal trademark application.	1	350.00	350.00
6/26/2008	ZPoprawski; 06/26/2008 - Neil Stratton; Trident logo cl.28; Prepared a federal trademark application.	1	350.00	350.00
6/26/2008	ZPoprawski; 06/26/2008 - Neil Stratton; Trident logo cl.25; Prepared a federal trademark application.	1	350.00	350.00
6/26/2008	ZPoprawski; 06/26/2008 - Neil Stratton; SURF YOUR SKATE cl.28; Prepared a federal trademark application.	1	350.00	350.00
8/26/2008	ZPoprawski; 08/26/2008 - VAPIPE - Received and reviewed an Office Action. Requested materials from the Client in support of the mark. Contacted the Examiner and responded to the Office Action.	1.08333	250.00	270.83

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total \$2,020.83  
Payments/Credits \$-2,020.83

**Balance Due \$0.00**

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY/PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Invoice Date 6/8/2009  
Invoice No. 6308

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
3/27/2009	ZPOPRAWSKI; 03/27/2009 - Neil Stratton; CARVER cl. 28; At Client's request analyzed the Office Action and drafted and filed a Response to Office Action.	1.76667	250.00	441.67

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.  
Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$441.67
Payments/Credits	\$-441.67
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Printed Date: 6/8/2009  
 Invoice No. 6199

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
2/9/2009	ZPOPRAWSKI; 02/09/2009; SURF YOUR SKATE; Received and reviewed the original Certificate of Trademark Registration. Copied the certificate for the file. Drafted a letter informing the Client of the registration and requirements for registration maintenance. Sent the letter and the certificate to the Client.	0.33333	250.00	83.33
2/9/2009	ZPOPRAWSKI; 02/09/2009; Trident logo class 28; Received and reviewed the original Certificate of Trademark Registration. Copied the certificate for the file. Drafted a letter informing the Client of the registration and requirements for registration maintenance. Sent the letter and the certificate to the Client.	0.25	250.00	62.50
2/9/2009	ZPOPRAWSKI; 02/09/2009; Trident logo class 25; Received and reviewed the original Certificate of Trademark Registration. Copied the certificate for the file. Drafted a letter informing the Client of the registration and requirements for registration maintenance. Sent the letter and the certificate to the Client.	0.25	250.00	62.50
3/5/2009	ZPOPRAWSKI; 03/05/2009; VAPIPE; Received and reviewed Final Office Action refusing registration of the mark based on descriptiveness. CARVER; Received and reviewed an Office Action refusing registration of the mark based on potential of confusion. Prepared a status letter informing the Client of the latest status of all the trademark applications we are handling for this Client, including the two Office Actions described above.	1.11667	250.00	279.17

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Private Estate. 6/8/2009  
Invoice No. 6199

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
SUBTOTAL PROFESSIONAL FEES: 487.50				
ADVANCED CLIENT COSTS:				
2/9/2009	SURF YOUR SKATE - First Class Mail for Certificate of Trademark Registration		5.00	5.00
SUBTOTAL ADVANCED CLIENT COSTS: 5.00				

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$492.50
Payments/Credits	\$-492.50
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Invoice Date: 2/25/2010  
Invoice No. 6806

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
10/23/2009	HDOUGLAS-10/23/2009-CSI003/12/080,342 - Docketed Notice of Publication of Application sent from the USPTO with a publication date of 10/8/2009. Copied for client and placed firm copy in client file.	0.1	85.00	8.50
10/26/2009	HDOUGLAS-10/26/2009-CSI003/12/080,342 - Prepared client copies for first class mail consisting of patent materials and cover letter.	0.15	85.00	12.75
SUBTOTAL PROFESSIONAL FEES:				21.25
ADVANCED CLIENT COSTS:				
10/26/2009	10/26/2009-CSI003/12/080,342 - First Class Mail for client copies.	0.44	0.44	0.44

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total	\$21.69
Payments/Credits	\$-21.69
<b>Balance Due</b>	<b>\$0.00</b>

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Paid  
 Date: 2/25/2010  
 Invoice No. 6620

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
7/9/2009	ZPoprawski; 07/09/2009; CARVER class 025; Received and reviewed the original Certificate of Trademark Registration. Copied the certificate for the file. Drafted a letter informing the Client of the registration and requirements for registration maintenance. Sent the letter and the certificate to the Client.	0.61667	250.00	154.17
10/12/2009	ZPoprawski; 10/12/2009 - Neil Stratton; CARVER cl.28; Prepared a the second federal trademark application. FLAT FEE \$350.00.	1	350.00	350.00
<b>SUBTOTAL PROFESSIONAL FEES:</b> 504.17				
<b>ADVANCED CLIENT COSTS:</b>				
7/9/2009	CARVER class 025 - First Class Mail for Certificate of Trademark Registration and client letter.	5.00	5.00	5.00
<b>SUBTOTAL ADVANCED CLIENT COSTS:</b> 5.00				

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.  
 Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$509.17
Payments/Credits	\$-509.17
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

WPA  
Invoice Date: 4/9/2010  
Invoice No. 7056

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
1/26/2010	ZPoprawski; 01/26/2010 - CARVER; Received and reviewed a new office action from the USPTO. Reported the office action to the client and outlined our plan of action.	0.33333	250.00	83.33
3/9/2010	ZPoprawski; 03/09/2010 - CARVER; Called the examiner and discussed the expiration of the prior registered mark. Called the USPTO to find out when the prior registered mark will be officially abandoned. Drafted and filed a response to the Office Action. Sent an update on the case to Mr. Stratton.	2.11667	250.00	529.17

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$612.50
Payments/Credits	\$-612.50
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Paid  
Invoice Date: 9/7/2010  
Invoice No. 7295

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
8/2/2010	ZPoprawski; 08/05/2010- TRITON / TRITAN; Received and reviewed questions from the client regarding a potential new mark. Analyzed the information presented and sent back an opinion statement. Sent follow up advice.	0.58333	300.00	175.00
8/13/2010	ZPoprawski; 08/13/2010 - Neil Stratton; PROTEUS; Prepared a comprehensive trademark search covering the Federal Register, all the State Registers, and several key Common Law Databases. {FLAT FEE \$450.00; rush fee \$50 waived; multiple marks discount 10%}	1	405.00	405.00
8/13/2010	ZPoprawski; 08/13/2010 - Neil Stratton; TRANSIT; Prepared a comprehensive trademark search covering the Federal Register, all the State Registers, and several key Common Law Databases. {FLAT FEE \$450.00; rush fee \$50 waived; multiple marks discount 10%}	1	405.00	405.00
8/13/2010	ZPoprawski; 08/13/2010 - Neil Stratton; COMMON GROUND; Prepared a comprehensive trademark search covering the Federal Register, all the State Registers, and several key Common Law Databases. {FLAT FEE \$450.00; rush fee \$50 waived; multiple marks discount 10%}	1	405.00	405.00
8/14/2010	ZPoprawski; 08/14/2010 - Neil Stratton; PROTEUS; Analyzed the search report and drafted an opinion letter. {FLAT FEE \$500.00; rush fee \$50 waived; multiple marks discount 10%}	1	450.00	450.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

TOPE-MCKAY & ASSOCIATES  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Invoice Date: 9/7/2010  
Invoice No. 7295

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
8/14/2010	ZPoprawski; 08/14/2010 - Neil Stratton; TRANSIT; Analyzed the search report and drafted an opinion letter.. {FLAT FEE \$500.00; rush fee \$50 waived; multiple marks discount 10%}	1	450.00	450.00
8/16/2010	ZPoprawski; 08/16/2010 - Neil Stratton; COMMON GROUND; Analyzed the search report and drafted an opinion letter.. {FLAT FEE \$500.00; rush fee \$50 waived; multiple marks discount 10%}	1	450.00	450.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$2,740.00
Payments/Credits	\$-2,740.00
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY/PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

W-111  
Invoice Date: 9/7/2010  
Invoice No. 7294

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
8/16/2010	MRISSO - 08/16/2010 - CSI003 - Time spent conferencing with the Examiner regarding proposed claim amendments. Provided a brief summary to N. Stratton for review.	0.4	300.00	120.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.  
*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$120.00
Payments/Credits	\$-120.00
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7495

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
9/16/2010	ZPoprawski; 09/16/2010 - Neil Stratton; PROTEUS; Prepared and filed federal trademark application under class 25. (FLAT FEE \$350.00)	1	350.00	350.00
9/16/2010	ZPoprawski; 09/16/2010 - Neil Stratton; PROTEUS; Prepared and filed federal trademark application under class 28. (FLAT FEE \$350.00)	1	350.00	350.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$700.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$700.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7494

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI004

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
9/1/2010	MRISSO - 09/01/2010 - CSI004 - Time spent preparing a contract between Carver International and Eyrick Williamson. Provided the draft to N. Stratton for review.	2	300.00	600.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$600.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$600.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7493

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
9/7/2010	RZHERRERA-09/07/2010-CSI001-09/801,536 - Prepared mailings to Dysfunctional Clothing, Inc. and La Jolla Group regarding infringement on US Patent 6,793,224. Sent by express mail. {[4) Four Charges of \$18.30, one for each Express Mailing for the following: (1) TBOST at La Jolla Group, (2) MBIOLOS at Dysfunctional Clothing, Inc., (3) MBIOLOS (with alternate address) at Dysfunctional Clothing, Inc., (4) SKOURETCHIAN at Dysfunctional Clothing, Inc.]}	0.75	85.00	63.75
9/7/2010	MRISSO - 09/07/2010 - CSI001 - Time spent preparing a draft letter to Lost and La Jolla Group. Provided the draft letter to N. Stratton for review.	1	300.00	300.00
9/9/2010	MRISSO - 09/09/2010 - CSI001-THRUSTER SETTLEMENT - Time spent prepare a Settlement Agreement between Carver and Thruster. Provided the Settlement Agreement to N. Stratton for review. NOTE: THE FLAT FEE FOR THIS ENTRY IS \$600.	2	300.00	600.00
9/10/2010	MRISSO - 09/10/2010 - CSI001 - Time spent conferencing with a representative for Dysfunctional Clothing. Conferenced with N. Stratton and prepared a new letter to Lost International, LLC.	0.7	300.00	210.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
Payments/Credits

*Balance Due*

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7493

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
9/16/2010	HDOUGLAS-9/16/2010-CSI001/09/801,536 - Docketed Letters Regarding Patent Infringement sent via express mail to the following : Matt Biolos, Dysfunctional Clothing (17 Pasteur and 14350 Myford Road addresses in Irvine, CA); Seyamak Kouretchian, Dysfunctional Clothing in Encinitas, CA; Toby Bost, La Jolla Group in Irvine, CA on 9/7/2010. Placed firm copies in client file.	0.21667	85.00	18.42
12/2/2010	HDOUGLAS-12/2/2010-CSI001/09/801,536 - Prepared client copies consisting of patent materials and cover letter.	0.2	85.00	17.00

SUBTOTAL PROFESSIONAL FEES: 1,209.17

ADVANCED CLIENT COSTS:

9/7/2010	CSI001 - Express Mail for the following: (1) TBOST at La Jolla Group, (2) MBIOLOS at Dysfunctional Clothing, Inc., (3) MBIOLOS (with alternate address) at Dysfunctional Clothing, Inc., (4) SKOURETCHIAN at Dysfunctional Clothing, Inc.	4	18.30	73.20
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10/19/2010	CSI001 - First Class Mail for Petition.	2.00	2.00
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12/2/2010	CSI001/09/801,536 - First Class Mail for client copies.	1.78	1.78
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SUBTOTAL ADVANCED CLIENT COSTS: 76.98

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$1,286.15
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$1,286.15</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7492

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
9/2/2010	RZHERRERA-09/02/2010-CSI003-12/080,342 - Docketed Notice of Allowance and Fee(s) Due and Interview Summary received from the USPTO 8/31/2010. Forwarded to MARISSO for review and updated calendaring system.	0.36667	85.00	31.17
9/3/2010	RZHERRERA-09/03/2010-CSI003-12/080,342 - Received confirmation that MARISSO will complete allowance review for notice dated 8/31/2010. Updated calendaring system.	0.16667	85.00	14.17
9/8/2010	HDOUGLAS-9/8/2010-CSI003/12/080,342 - Prepared client copy of Notice of Allowance sent electronically from the USPTO on 8/31/2010.	0.13333	85.00	11.33
9/8/2010	HDOUGLAS-9/8/2010-CSI003/12/080,342 - Prepared client copies for first class mail consisting of patent materials and cover letter.	0.21667	85.00	18.42
9/28/2010	RZHERRERA-09/28/2010-CSI003-12/080,342 - Prepared credit card form for Issue and Publication Fee. Forwarded to MARISSO for client completion and signature.	0.16667	85.00	14.17
10/4/2010	RZHERRERA-10/04/2010-CSI003-12/080,342 - Prepared Comments on Reasons for Allowance and Issue Fee Payment for Filing. Submitted electronically with the USPTO.	0.75	85.00	63.75
10/4/2010	MARISSO - 10/04/2010 - CSI003 - Time spent reviewing the Notice of Allowance. Prepared comments on the reasons for allowance and revised the drawings per the Examiner's request in the Notice of Allowance.	1	300.00	300.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7492

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
10/8/2010	HDOUGLAS-10/8/2010-CSI003/12/080,342 - Docketed Issue Fee Payment, Replacement Drawings, and Comments on Reasons for Allowance filed electronically with the USPTO on 10/4/2010. Updated docket calendaring system. Prepared client copy.	0.2	85.00	17.00
10/13/2010	HDOUGLAS-10/13/2010-CSI003/12/080,342 - Prepared client copies for first class mail consisting of patent materials and cover letter.	0.18333	85.00	15.58
11/1/2010	HDOUGLAS-11/1/2010-CSI003/12/080,342 - Docketed the Issue Notification sent from the USPTO on 10/20/2010. Prepared client copy.	0.13333	85.00	11.33
11/1/2010	HDOUGLAS-11/1/2010-CSI003/12/080,342 - Prepared client copies consisting of patent materials and cover letter.	0.18333	85.00	15.58
11/18/2010	HDOUGLAS-11/18/2010--CSI003/12/080,342 - Docketed Issued Patent received from the USPTO with an issue date of 11/9/2010. Prepared for client mailing.	0.2	85.00	17.00
SUBTOTAL PROFESSIONAL FEES:				529.50

ADVANCED CLIENT COSTS:

9/8/2010	CSI003 - First Class Mail for client copies.	1.44	1.44
10/4/2010	CSI003 - First Class Mail for client copies.	1.28	1.28
11/1/2010	CSI003/12/080,342 - First Class Mail for Client Copies.	0.44	0.44

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Invoice Total  
 Payments/Credits

Thank you for keeping your account current.

**Balance Due**

*Time and disbursements not yet recorded will appear on a future invoice.*

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7492

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI003

Date	Description	Quantity	Cost	Amount
11/18/2010	-CSI003/12/080,342 - Priority Mail for Client Copies.		4.95	4.95
SUBTOTAL ADVANCED CLIENT COSTS:				8.11

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$537.61
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$537.61</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7491

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference:

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
10/15/2010	MRISSO - 10/15/2010 - CSI - Retrieved the Surpath patent and patent prosecution history. Reviewed the prosecution history and provided a brief summary to N. Stratton.	0.2	300.00	60.00
10/21/2010	MRISSO - 10/21/2010 - CSI - Time spent retrieving and reviewing the docket history, conferencing with client, and obtaining and reviewing the file wrapper to identify the maintenance fee issue. Began drafting a statement of Showing of facts regarding the delay in payment of the maintenance fee.	4	300.00	1,200.00
10/21/2010	CMCKAY 0 10/21/2010 - CSI - Time spent assisting with the review of Statement of Showing.	2.5	300.00	750.00
10/26/2010	MRISSO - 10/26/2010 - CSI001 - Time spent revising the Statement of Showing based on facts revealed from the File Wrapper.	1.5	300.00	450.00
10/27/2010	MRISSO - 10/27/2010 - CSI001 - Time spent finalizing the Statement of Showing unavoidable delay and forwarded the statement to N. Stratton for review.	0.4	300.00	120.00
10/27/2010	MRISSO - 10/27/2010 - CSI001 - Time spent finalizing the Petition to Revive. Forwarded the Petition for filing with the USPTO.	1	300.00	300.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 12/23/2010

Invoice No. 7491

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference:

Date	Description	Quantity	Cost	Amount
12/1/2010	HDOUGLAS-12/1/2010-CSI001/09/801,536 - Docketed the Petition to Accept Unavoidably Delayed Payment of Maintenance Fee in an Expired Patent and Change of Power of Attorney sent to the USPTO on 10/27/2010. Updated docket calendaring system. Prepared client copy.	0.26667	85.00	22.67
4/14/2011	Discount of Professional Fees		-600.00	-600.00
SUBTOTAL PROFESSIONAL FEES:				2,302.67
ADVANCED CLIENT COSTS:				
10/22/2010	CSI001/6793224 - Invoice 1058551 - (E3200) Download basic PDF file history with no references; 312 pages.		390.00	390.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$2,692.67
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$2,692.67</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Paid  
Invoice Date: 12/23/2010  
Invoice No. 7407

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
8/24/2010	MRISSO - 08/24/2010 - CSI001 - Reviewed Carver's US Patent No. 6,793,224. Drafted a letter regarding the '224 patent and Thruster USA's Thruster System product. Provided a draft letter to CMCKAY for comments. Received comments and provided a draft to N. Stratton for review.	1.75	300.00	525.00
8/25/2010	MRISSO - 08/25/2010 - CSI001 - Finalized a letter to Thruster USA and forwarded the letter to N. Stratton for transmission to Thruster.	0.1	300.00	30.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$555.00
Payments/Credits	\$-555.00
<b>Balance Due</b>	<b>\$0.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 2/24/2011

Invoice No. 7689

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
12/23/2010	HDOUGLAS-12/23/2010-CSI001/09/801,536 - Docketed Return Receipt Postcard dated 11/1/2010 for Petition to Revive sent to the USPTO. Converted to electronic form and saved accordingly.	0.11667	85.00	9.92

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$9.92
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$9.92</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 5/20/2011

Invoice No. 7875

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				0.00
3/25/2011	ZPoprawski; 03/25/2011 - Researched and prepared an updated Status Report for all active Carver trademarks and sent it to the client.	1.28333	300.00	385.00
3/30/2011	ZPoprawski; 03/30/2011; CARVER class 028; Received and reviewed the original Certificate of Trademark Registration. Copied the certificate for the file. Drafted a letter informing the Client of the registration and requirements for registration maintenance. Sent the letter and the certificate to the Client.	0.58333	300.00	175.00
SUBTOTAL PROFESSIONAL FEES:				560.00
ADVANCED CLIENT COSTS:				
3/30/2011	CARVER - Priority Mail for client mailing.		6.00	6.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$566.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$566.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 5/20/2011

Invoice No. 7873

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI002

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
4/7/2011	RZHERRERA-04/07/2011-CSI002-11/039,617 - Prepared maintenance fee reminder for US Patent 7287762. Sent to NSTRATTON via email and certified mail.	0.28333	85.00	24.08
SUBTOTAL PROFESSIONAL FEES: 24.08				
ADVANCED CLIENT COSTS:				
4/7/2011	CSI002-11/039,617 - Certified mail for maintenance fee reminder.		5.54	5.54

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$29.62
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$29.62</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 6/29/2011

Invoice No. 7918

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
3/28/2011	RZHERRERA-03/28/2011-CSI001-09/801,536 – Docketed Petition Decision sent from the USPTO 3/21/2011. Forwarded to MRISSO for review and completion. Updated calendaring system.	0.26667	85.00	22.67
5/13/2011	RZHERRERA-05/13/2011-09/801,536 - Prepared Response to Request for Information for filing. Submitted electronically with the USPTO. Docketed response and updated calendaring system.	0.53333	85.00	45.33
5/27/2011	HDOUGLAS-5/27/2011-CSI001/09/801,536 - Docketed the Decision on Petition sent from the USPTO on 5/25/2011. Updated Docket Calendaring System. Converted to electronic form and saved accordingly. Prepared client copy.	0.1	85.00	8.50

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$76.50
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$76.50</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 8/31/2011

Invoice No. 8023

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
6/22/2011	ZPoprawski; 06/22/2011; PROTEUS; Received and reviewed Notices of Allowance for the PROTEUS marks under class 25 and 28. Drafted and sent notices to Neil regarding the Notices of Allowance and the need and deadlines to file Allegations of Use or time extensions for each application. Updated the TM status list and sent to Neil.	0.83333	300.00	250.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$250.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$250.00</b>

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 8/31/2011

Invoice No. 8022

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
6/10/2011	CMCKAY - 6/10/2011 - CSI001 - Worked on preparation of renewal petition on US Patent 6,793,224.	3.25	300.00	975.00
6/13/2011	ZPoprawski; 06-13-2011 - CSI001; Researched the law regarding petition for acceptance of delayed payment of maintenance fee in expired patent to reinstate patent and procedure after dismissal of the petition.	2.95	300.00	885.00
6/14/2011	CMCKAY - 06/14/2011 - CSI001 - Continued working on preparing petition and related documents.	2.25	300.00	675.00
6/22/2011	ZPoprawski; 06/22/2011; CSI001; At Cary's request, researched my records for any correspondence regarding CSI001. Sent Cary an e-mail summarizing my findings.	0.25	300.00	75.00
6/23/2011	CMCKAY - 6/23/2011 - CSI001 - Reviewed correspondence from ZPOPRAWSKI and made comments.	4	300.00	1,200.00
6/27/2011	CMCKAY - 6/27/2011 - CSI001 - Finished preparing petition and related documents.	2.5	300.00	750.00
7/25/2011	RZHERRERA-07/25/2011-CSI001-09/801,536 - Prepared required forms for renewed petition under 37 CFR 1.1378(b) on US Patent 6,793,224. Forwarded to CMCKAY for submission to the USPTO with renewed petition.	0.71667	85.00	60.92
7/25/2011	CMCKAY - 7/25/2011 - CSI001 - Reviewed forms for renewed petition and related documents prior to submission.	1.5	300.00	450.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total  
 Payments/Credits

**Balance Due**

Tope- McKay Attorney At Law, P.C.  
 30765 Pacific Coast Highway #420  
 Malibu, CA 90265  
 Tel: 310.589.8158 Fax: 310.943.2736  
 Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
 INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 8/31/2011

Invoice No. 8022

Attention: Neil Stratton  
 Carver Skateboards  
 111 Sierra Street  
 El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
7/28/2011	HDOUGLAS-7/28/2011-CSI001/09/801,536 - Docketed the Renewed Petition Under 37 CFR 1.378(b) sent to the USPTO on 7/25/2011. Updated docket calendaring system. Converted to electronic form and saved accordingly. Prepared client copy.	0.26667	85.00	22.67
8/4/2011	HDOUGLAS-8/4/2011-CSI001/09/801,536 - Prepared client copies for first class mail consisting of patent materials and cover letter. {[ $\$2.00$ first class postage fee to be entered]}	0.18333	85.00	15.58
8/4/2011	HDOUGLAS-8/4/2011-CSI001/09/801,536 - Docketed Return Receipt postcard date stamped 7/28/2011 for the Renewed Petition sent to the USPTO. Converted to electronic form and saved accordingly.	0.11667	85.00	9.92
	SUBTOTAL PROFESSIONAL FEES:			5,119.09

ADVANCED CLIENT COSTS:

7/24/2011	CSI001/09/801,536 - Case Download (FUTURES TECH. v. QUIGG)	4.95	4.95
7/24/2011	CSI001/09/801,536 - Case Download (SINIL KIM v. QUIGG)	4.95	4.95
7/25/2011	CSI001/09/801,536 - Petition Fee.	400.00	400.00
8/4/2011	CSI001/09/801,536 - First Class Mail for client copies.	2.00	2.00
	SUBTOTAL ADVANCED CLIENT COSTS:		411.90

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.  
 Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$5,530.99
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$5,530.99</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY/PRACTITIONERS

Invoice Date: 11/15/2011

Invoice No. 8170

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: Trademark Work - Neil Stratton

Date	Description	Quantity	Cost	Amount
<b>PROFESSIONAL FEES:</b>				
10/19/2011	ZPoprawski; 10/19/2011 - Neil Stratton; PROTEUS; Prepared and filed an Allegation of Use under class 25.	1	300.00	300.00
10/19/2011	ZPoprawski; 10/19/2011 - Neil Stratton; ROUNDHOUSE; Prepared and filed federal trademark application under class 25.	1	350.00	350.00
10/19/2011	ZPoprawski; 10/19/2011 - Neil Stratton; ROUNDHOUSE; Prepared and filed federal trademark application under class 28.	1	350.00	350.00
10/19/2011	ZPoprawski; 10/19/2011 - Neil Stratton; PROTEUS; Prepared and filed an Allegation of Use under class 28.	1	300.00	300.00

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge  
of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$1,300.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$1,300.00</b>

Tope- McKay Attorney At Law, P.C.  
30765 Pacific Coast Highway #420  
Malibu, CA 90265  
Tel: 310.589.8158 Fax: 310.943.2736  
Federal ID Number: 20-8146650

**TOPE-MCKAY & ASSOCIATES**  
INTELLECTUAL PROPERTY PRACTITIONERS

Invoice Date: 2/29/2012

Invoice No. 8360

Attention: Neil Stratton  
Carver Skateboards  
111 Sierra Street  
El Segundo, CA 90245

Our/Your Reference: CSI001

Date	Description	Quantity	Cost	Amount
PROFESSIONAL FEES:				
1/5/2012	RZHERRERA-01/05/2012-CSI001-09/801,536 - Docketed petition decision received from the USPTO with the date of 12/20/2011. Forwarded to CMCKAY for review.	0.25	85.00	21.25
1/12/2012	HDOUGLAS-1/12/2012-CSI001/09/801,536 - Prepared client copies for first class mail consisting of patent materials and cover letter.	0.18333	85.00	15.58
SUBTOTAL PROFESSIONAL FEES:				
ADVANCED CLIENT COSTS:				
1/12/2012	CSI001/09/801,536 - First Class Mail for client copies.	1.28		1.28

MASTERCARD AND VISA ACCEPTED with a 4% surcharge.

Amount due is payable upon receipt of invoice. Delinquent accounts will be charged a finance charge of 1.5% per month.

Thank you for keeping your account current.

*Time and disbursements not yet recorded will appear on a future invoice.*

Invoice Total	\$38.11
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$38.11</b>

# **Exhibit 38**



US007287762B2

(12) United States Patent  
Stratton(10) Patent No.: US 7,287,762 B2  
(45) Date of Patent: Oct. 30, 2007

## (54) TRUCK FOR SKATEBOARDS

(75) Inventor: Neil Stratton, 706 6th Ave., Venice, CA  
(US) 90291

(73) Assignee: Neil Stratton, Venice, CA (US)

(\*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 417 days.

(21) Appl. No.: 11/039,617

(22) Filed: Jan. 19, 2005

## (65) Prior Publication Data

US 2006/0087087 A1 Apr. 27, 2006

## Related U.S. Application Data

(60) Provisional application No. 60/621,407, filed on Oct. 21, 2004.

(51) Int. Cl.  
A63C 17/02 (2006.01)(52) U.S. Cl. .... 280/11.27; 280/11.19;  
280/87.042(58) Field of Classification Search ..... 280/11.19,  
280/11.25, 11.27, 11.28, 87.01, 87.021, 87.03,  
280/87.041, 87.042, 87.043, 87.05

See application file for complete search history.

## (56) References Cited

## U.S. PATENT DOCUMENTS

4,109,925 A \* 8/1978 Williams et al. .... 280/11.28

4,166,629	A *	9/1979	List .....	280/11.28
6,428,023	B2 *	8/2002	Reyes et al. ....	280/87.042
6,467,782	B1 *	10/2002	Smith .....	280/87.042
6,547,262	B1 *	4/2003	Yamada et al. ....	280/11.28
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Assistant Examiner—John D Walters

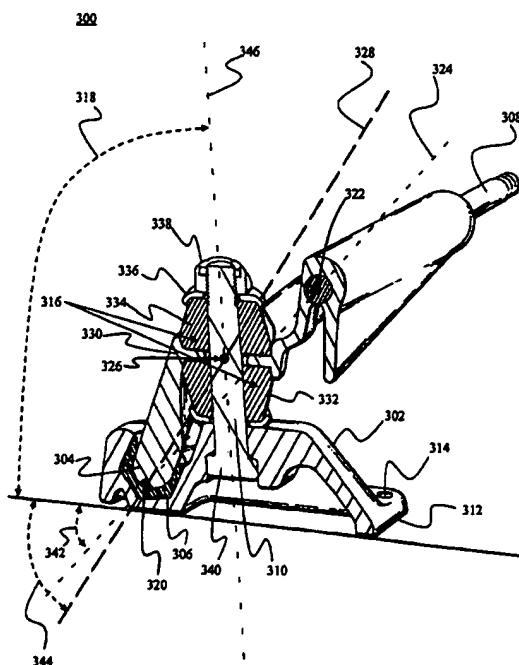
(74) Attorney, Agent, or Firm—Tope-Mckay & Associates;  
Marcus L. Risso

(57)

## ABSTRACT

A skateboard truck is presented that includes a kingpin situated between a pivot pin and an axle. The truck includes a base plate, with a pivot pin with a tip pivotally attached with the base plate. An axle having a center point is included, where a pin-axle axis runs from the pivot pin tip through the center point. A kingpin couples the axle with the base plate. The kingpin has a midpoint and a length, with a kingpin axis running the length of the kingpin and through the midpoint. The kingpin midpoint is positioned between the axle and the pivot pin, such that a pin-kingpin axis runs from the pivot pin tip through the midpoint of the kingpin. The pivot pin and the axle are configured such that the pin-kingpin axis is between the kingpin axis and the pin-axle axis, providing the skateboard truck movement about two axes of rotation.

23 Claims, 7 Drawing Sheets



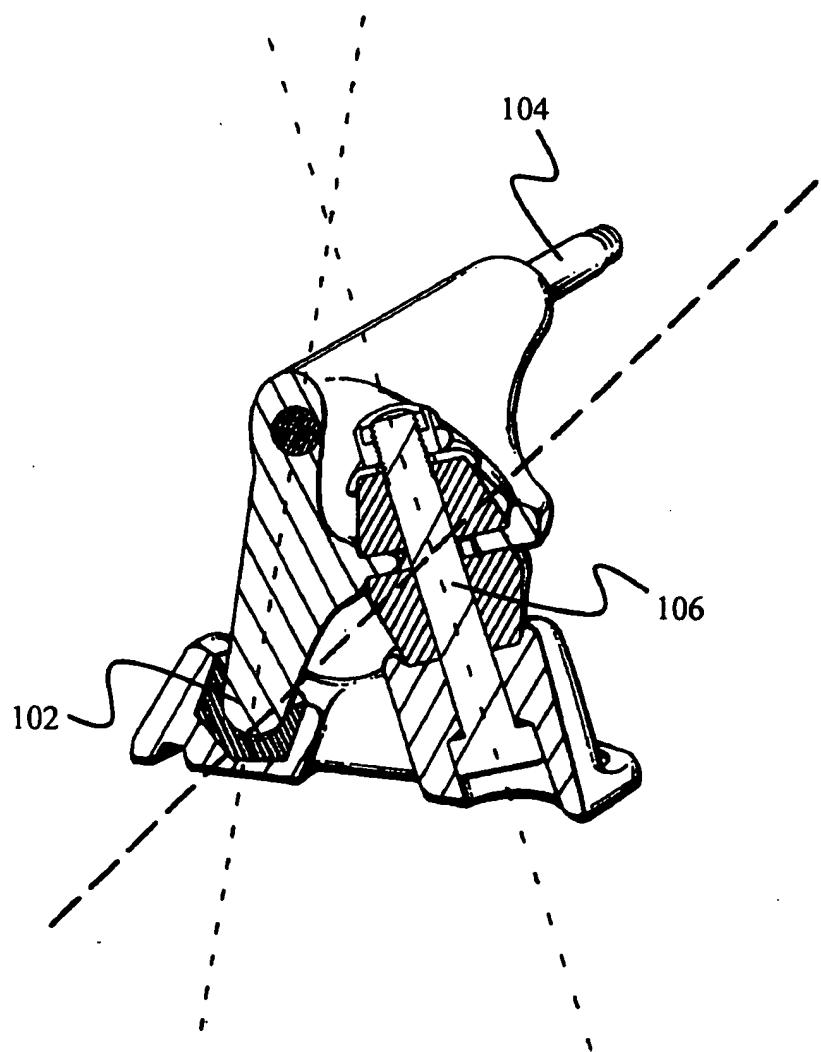
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FIG. 1

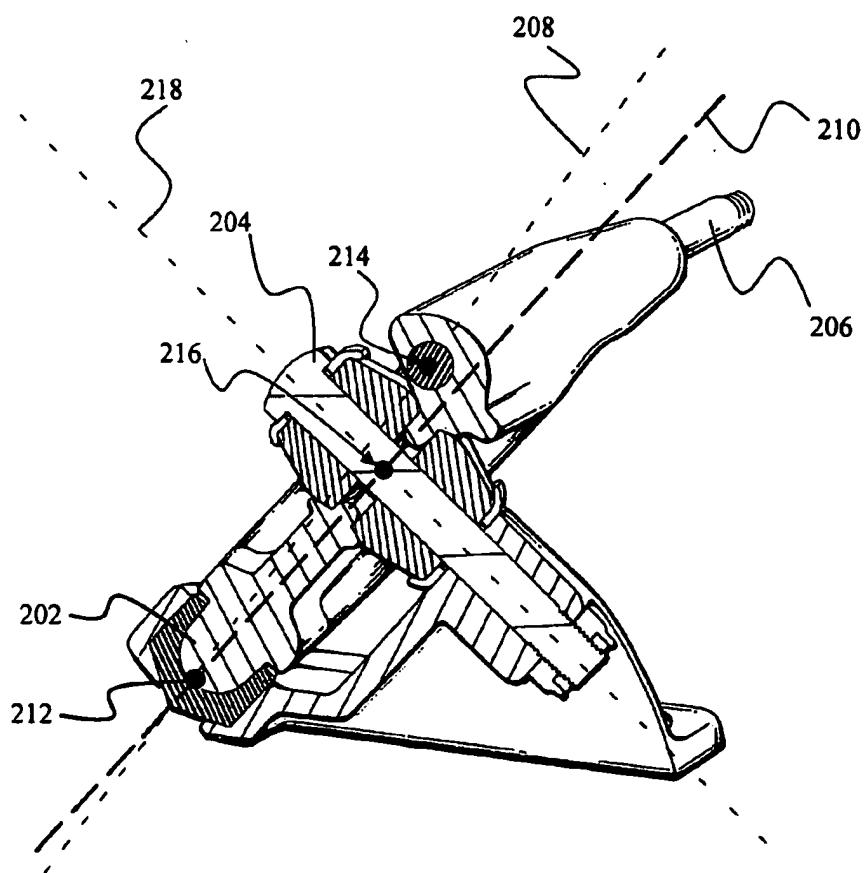
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FIG. 2

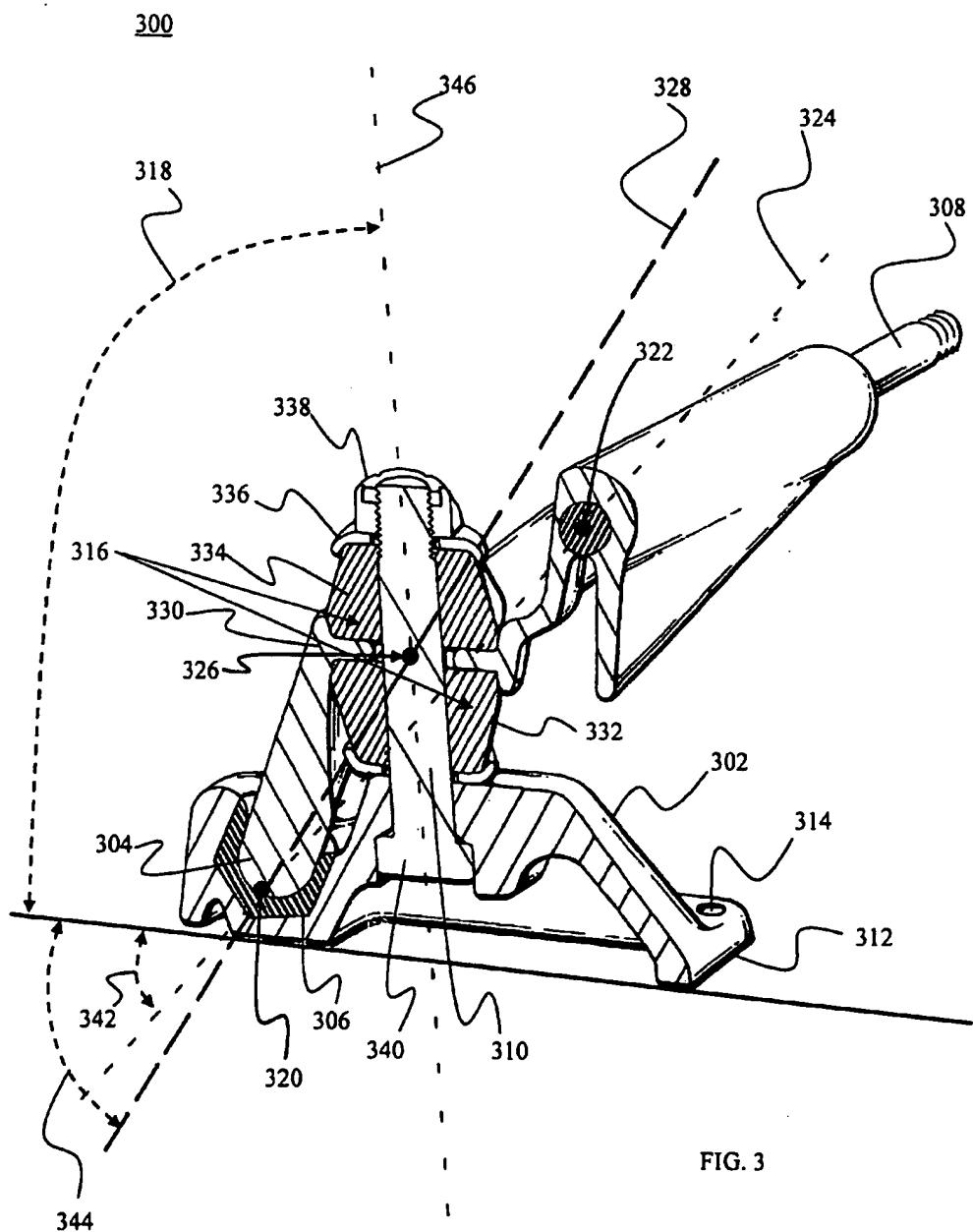
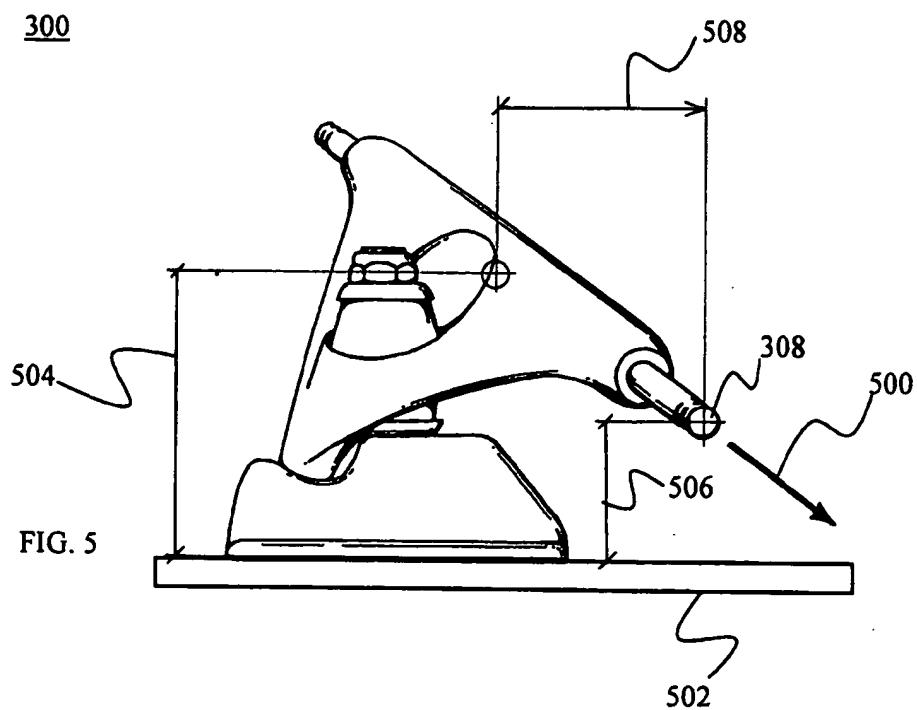
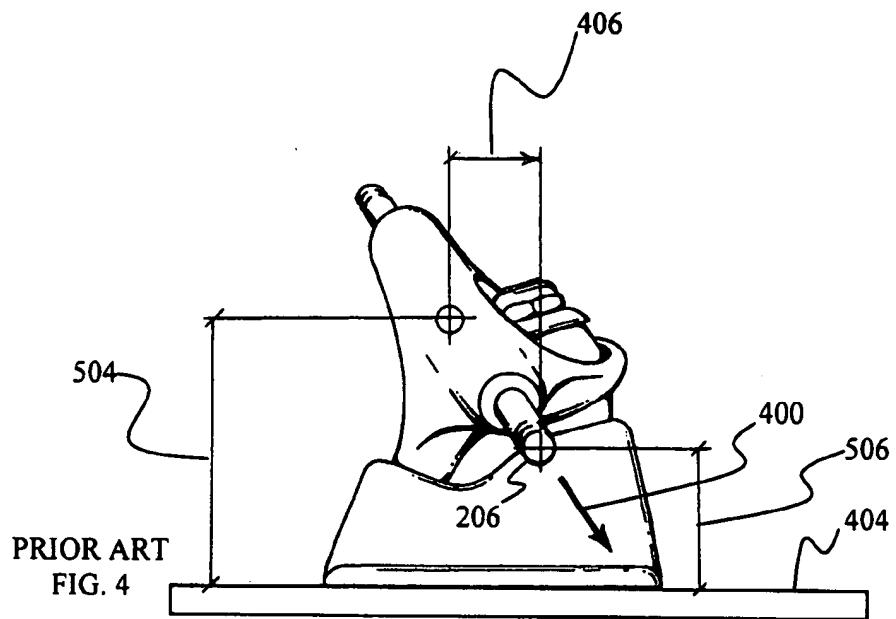
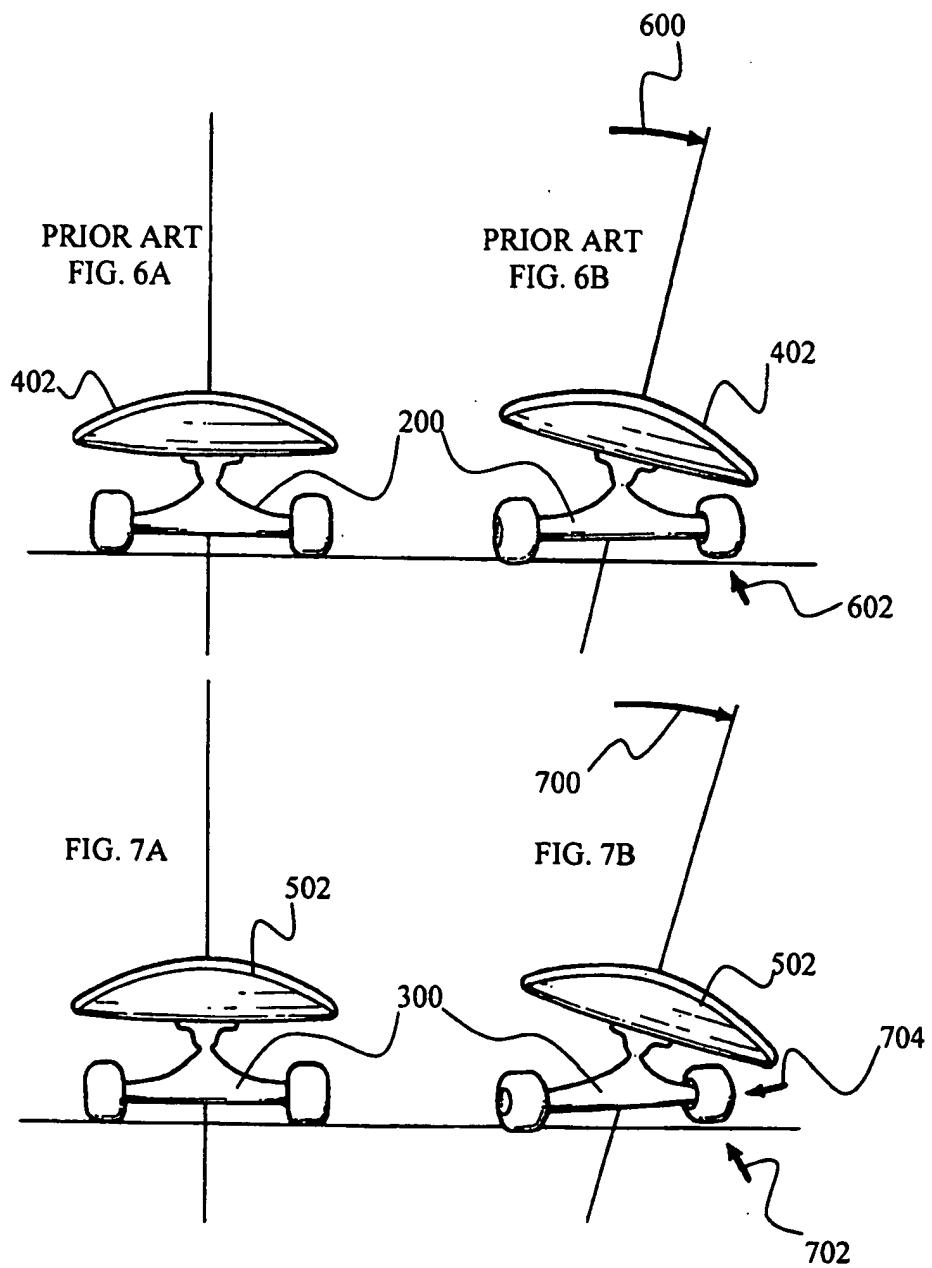
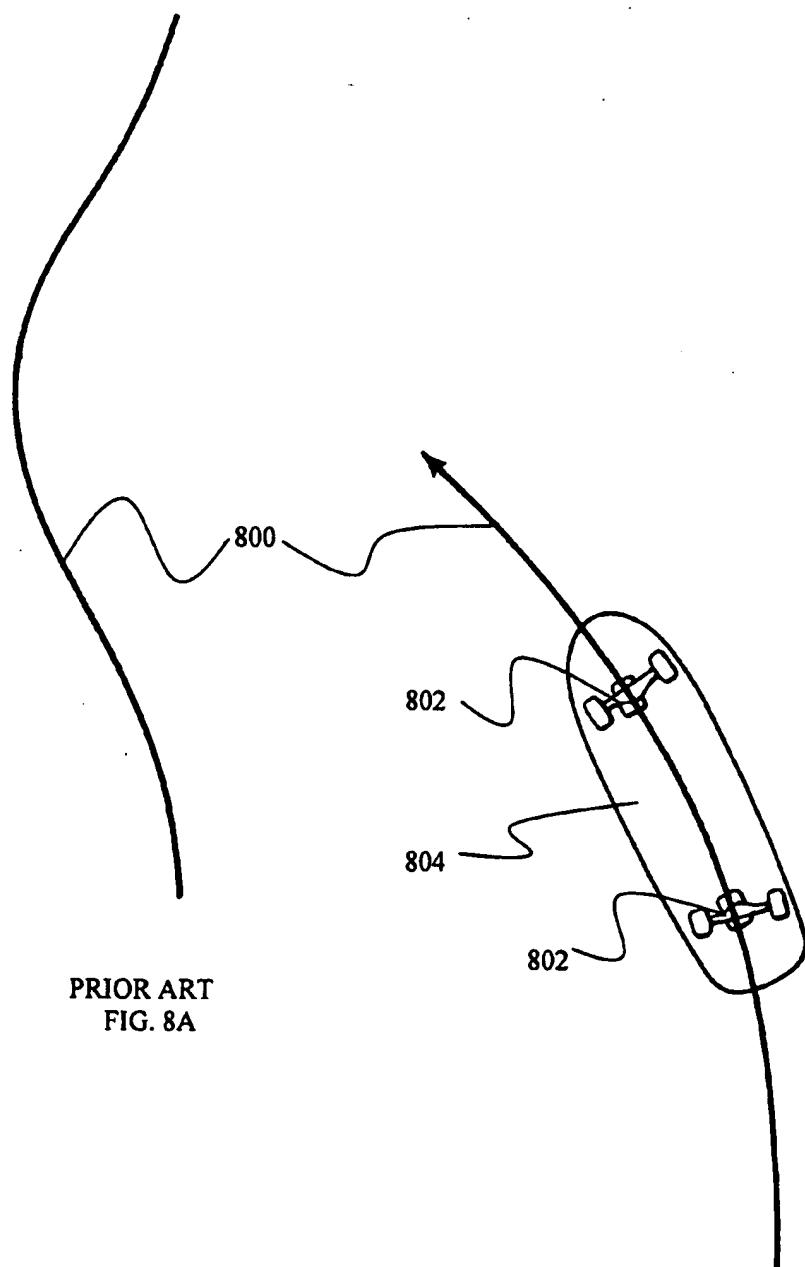


FIG. 3

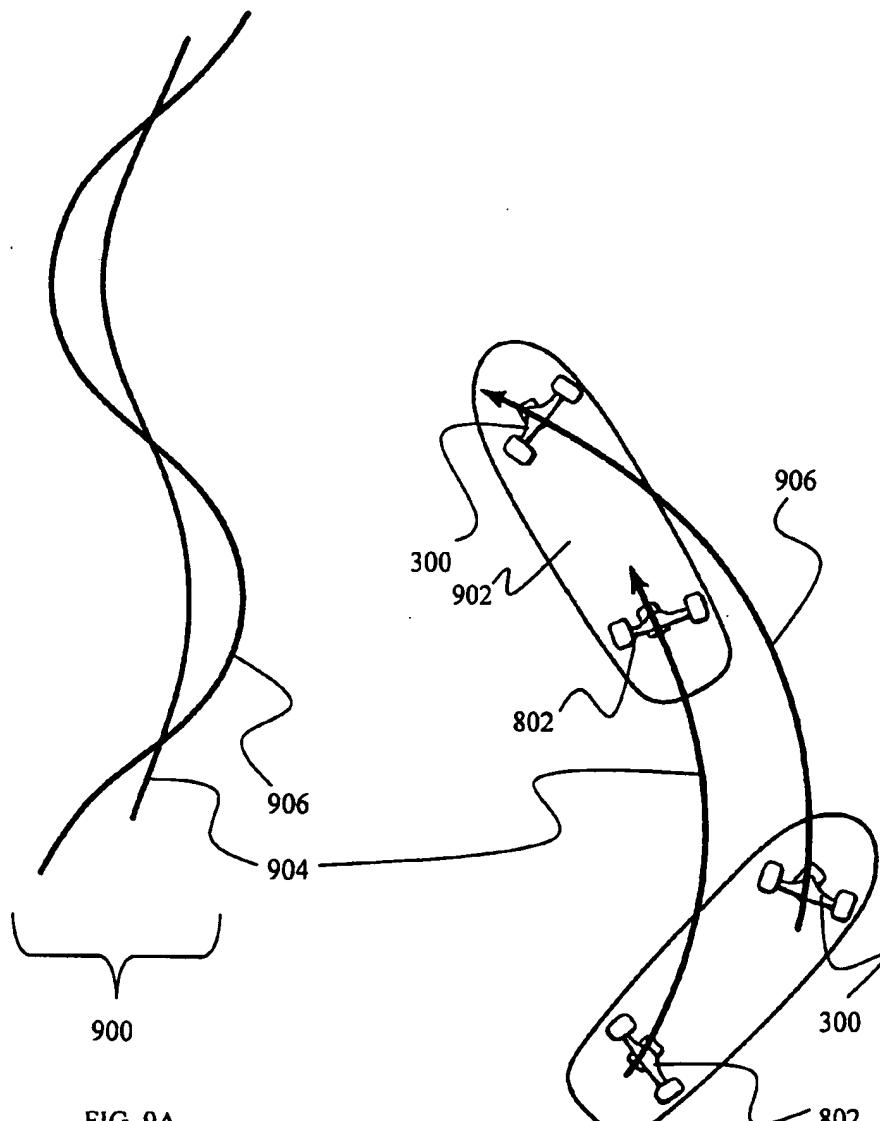






PRIOR ART  
FIG. 8A

PRIOR ART  
FIG. 8B



## TRUCK FOR SKATEBOARDS

## PRIORITY CLAIM

This application is a non-provisional application, claiming the benefit of priority to provisional application No. 60/621,407, filed in the United States on Oct. 21, 2004, and titled "Truck for Skateboards."

## BACKGROUND OF THE INVENTION

## (1) Technical Field

The present invention is directed to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having a kingpin that is situated between a pivot pin and an axle such that it provides the axle with an increased range of motion about two axes of rotation.

## (2) Description of Related Art

Conventional skateboards utilize steering mechanisms known as trucks. Typically, a truck is mounted near each end of the skateboard, and includes a pair of wheels at each end of its axles. The trucks provide some steering response, whereby when a skateboarder shifts weight laterally across the board, the axle twists, causing the board to turn. The trucks also serve, by means of a suspension system (e.g., urethane bushings), to resiliently resist the skater's lateral tilt of the deck, thus stabilizing the board and returning it to its normal position when the turn is completed. This lateral stability is crucial for both distance riding and aerial tricks where a firm platform is desired. Current trucks must sacrifice their ability to turn for lateral stability, thus becoming stiff and unresponsive when tightened sufficiently. Conversely, loosening the trucks so the board can turn easily makes it dangerously wobbly, especially at higher speeds. Furthermore, even in optimal conditions, the rate of turn provided by conventional trucks is minimal.

Previous attempts have been made to design a truck with increased maneuverability. One method utilizes a truck having a trailing castor that provides the skateboard with a second axis of rotation, as described in U.S. Pat. No. 6,793,224, issued to Stratton. As taught by the Stratton invention, the truck comprises a conventional truck mounted to a pivotal member. The pivotal member is coupled to the nose of the deck about a bearing plate which rotates along an angled plane. The rotation of this member is regulated by an adjustable spring-loaded linkage. However, a drawback of this design is the complexity of construction and the increased number of components that are susceptible to wear and breakage.

Accordingly, a need exists for an improved truck that provides the user with more torsional movement of the pivoting member and is adjustable for users of varying needs, without complex components.

## SUMMARY OF THE INVENTION

The present invention relates to a skateboard truck. The skateboard truck comprises a base plate with a base for attaching with a skateboard deck. A pivot pin with a tip is pivotally attached with the base plate. An axle is connected with the pivot pin. The axle has a center point, where a pin-axle axis runs from the pivot pin tip through the center point of the axle. A kingpin couples the axle with the base plate. The kingpin has a midpoint and a length, with a kingpin axis running the length of the kingpin and through the midpoint. The kingpin midpoint is positioned between the axle and the pivot pin, such that a pin-kingpin axis runs

from the pivot pin tip through the midpoint of the kingpin. A resilient bushing set is circumferentially disposed about the kingpin for providing a skateboard truck pivot axis. The pivot pin and the axle are configured such that the pin-kingpin axis is between the kingpin axis and the pin-axle axis, providing the skateboard truck movement about two axes of rotation.

In another aspect, the kingpin is positioned such that it would be substantially perpendicular to an attached skateboard deck.

In yet another aspect, each of the pin-to-kingpin and pin-to-axle axes are inclined at an angle relative to an attached skateboard deck, such that an angle of the pin-to-kingpin axis is greater than the angle of the pin-to-axle axis relative to an attached skateboard deck.

In another aspect, the kingpin is positioned at an angle ranging from about 70° to about 105° relative to an attached skateboard deck.

In yet another aspect, the pin-to-axle axis is inclined at an angle ranging from about 35° to about 55°.

Furthermore, the pin-to-kingpin axis is inclined at an angle ranging from about 40° to about 70°.

In yet another aspect, the present invention also includes a skateboard. The skateboard comprises a skateboard deck with two skateboard trucks attached thereto. One of the skateboard trucks is the skateboard truck of the present invention, while the other is a traditional skateboard truck.

Finally, as can be appreciated by one in the art, the present invention also comprises a method for forming the skateboard and skateboard truck described herein.

## BRIEF DESCRIPTION OF THE DRAWINGS

The objects, features and advantages of the present invention will be apparent from the following detailed descriptions of the preferred aspect of the invention in conjunction with reference to the following drawings where:

FIG. 1 is a cut-away cross-sectional illustration of a traditional truck;

FIG. 2 is a cut-away cross-sectional illustration of another aspect of a prior art truck;

FIG. 3 is a cut-away cross-sectional illustration of a truck with a pin-kingpin-axle configuration according to the present invention;

FIG. 4 is side view illustration of a traditional truck, showing range of movement of the traditional truck;

FIG. 5 is a side view illustration of a truck according to the present invention, showing range of movement of the truck;

FIG. 6A is a front view illustration of a traditional truck, attached with a bottom side of a skateboard;

FIG. 6B is a front view illustration of a traditional truck, attached with a bottom side of the skateboard as shown in FIG. 6A, with lateral deflection of the skateboard;

FIG. 7A is a front view illustration of a truck according to the present invention, attached with a bottom side of a skateboard;

FIG. 7B is a front view illustration of a truck according to the present invention, attached with a bottom side of the skateboard as shown in FIG. 7A, with lateral deflection of the skateboard;

FIG. 8A is an illustration of a path provided by a traditional skateboard truck;

FIG. 8B is an illustration of a path provided by a traditional skateboard truck;

FIG. 9A is an illustration of a path provided by the skateboard truck according to the present invention; and

FIG. 9B is an illustration of a path provided by the skateboard truck according to the present invention.

#### DETAILED DESCRIPTION

The present invention relates to an improved truck for a skateboard, all-terrain board or scooter, and more particularly to a truck having a kingpin that is situated between a pivot pin and an axle such that it provides the axle with an increased range of movement about two axes of rotation.

The following description, taken in conjunction with the referenced drawings, is presented to enable one of ordinary skill in the art to make and use the invention. Various modifications will be readily apparent to those skilled in the art, and the general principles defined herein may be applied to a wide range of aspects. Thus, the present invention is not intended to be limited to the aspects presented, but is to be accorded the widest scope consistent with the principles and novel features disclosed herein. Furthermore it should be noted that unless explicitly stated otherwise, the figures included herein are illustrated diagrammatically and without any specific scale, as they are provided as qualitative illustrations of the concept of the present invention.

##### (1) Introduction

The present invention enhances the drive and quickness of turning of a skateboard truck, utilizing common and standard components. The present invention combines truck parts into a novel geometry to provide an unexpected result and an improvement upon existing skateboard trucks.

As shown in FIG. 1, a traditional skateboard truck 100 uses a pin 102-axle 104-kingpin 106 configuration. While functional for simply turning, the pin 102-axle 104-kingpin 106 configuration produces a twisting turn with little if any lateral movement. When a user focuses weight on one edge of the skateboard (i.e., as opposed to the other edge), the truck will produce the twisting turn which simply turns the skateboard in the desired direction.

As an alternative design and as shown in FIG. 2, another skateboard truck 200 has been devised that utilizes a pin 202-kingpin 204-axle 206 configuration, with the kingpin 204 positioned substantially perpendicular to the pin-axle axis 208 and the pin-kingpin axis 210. The pin-axle axis 208 runs from a tip 212 of the pin 202 to a center point 214 of the axle 206. The pin-kingpin axis 210 runs from the tip 212 of the pin 202 through a midpoint 216 of the kingpin 204. In this configuration, the pin-axle axis 208 is positioned between the kingpin-axis 218 and the pin-kingpin axis 210, also resulting in a simple twisting turn with little, if any, lateral movement.

The prior art is to be contrasted with the present invention, where the kingpin is not perpendicular to the pin-kingpin or pin-axle axes, but rather is positioned substantially perpendicular to an attached skateboard. This configuration causes a side-to-side movement as well as a rotational movement of the pin. The side-to-side range projects the axle outwards (i.e., outward projection) from the inside of the turn, putting the rider's weight farther into the turn and thereby lowering the center of gravity and lateral angulation of the deck. The new configuration creates the opportunity for extended range, which results in additional turning capabilities. The outward projection also creates forward propulsion, caused by the displacement of the wheels perpendicular to the direction of travel. The present invention is discussed in further detail in the following section.

##### (2) Detailed Description

FIG. 3 is a cut-away cross-sectional view of the skateboard truck 300 of the present invention. As shown in FIG. 3, the truck 300 comprises a base plate 302 for attaching with a skateboard. A pivot pin 304 rests within a cup 306 of the base plate 302, pivotally coupling the pivot pin 304 with the base plate 302. An axle 308 is coupled with the base plate 302 by a kingpin 310 secured with the axle 308.

The base plate 302 is a casting of any suitable construction and made of any suitably rigid material. As a non-limiting example, the base plate 302 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments, the base plate 302 may be cast or forged of any formable high-strength metal or plastic.

15 The base plate 302 further comprises a base 312. The base 312 is formed in a suitable shape for attaching with a skateboard. As a non-limiting example, the base 312 is a substantially rectangular plate having a finite thickness, for example about  $\frac{3}{16}$  inches, and a plurality of apertures 314. 20 The apertures 314 are suitably configured for mounting the base plate 302 onto the underside of the skateboard platform.

25 The kingpin 310 is positioned between the axle 308 and the pivot pin 304. A resilient bushing 316 is circumferentially disposed about the kingpin 310 for providing a skateboard truck pivot axis (i.e., axis of rotation) relative to the axle 308. This configuration of pin 304-kingpin 310-axle 308 places the axle 308 as far from the spring union (i.e., resilient bushings 316) as possible, maximizing the distance deflected given the limitations of standard sized bushing and their deflection range.

30 Further, the kingpin 310 is attached with the base plate 302 such that it is positioned substantially perpendicular relative to a skateboard deck. For example, the kingpin 310 may be positioned at an angle 318 ranging from about  $70^\circ$

35 to about  $105^\circ$  relative to the skateboard deck. This novel kingpin 310 configuration requires less force to deflect the bushings 316 than the prior art. As such, steepening the angle (i.e., configuring it substantially perpendicular to the skateboard) allows for an increased range of axle deflection

40 which contributes to more turning capability and smoother turning action. The near verticality of the kingpin 310 of the present invention allows for more range than that of the prior art, shown in FIG. 2. Several of the special properties derived from the geometry of the present invention occur at

45 the outer ranges of the movement and, as such, the overly angled kingpins of the prior art (i.e., shown in FIG. 2) restrict the range. The pivot pin 304 can be of any suitable construction and made of any suitable material. As a non-limiting example, the pivot pin 304 is cast in A356 prime aircraft grade aluminum and heat treated to Rockwell T-6. In alternative embodiments the pivot pin 304 may be cast or forged of any formable high-strength metal or plastic.

50 The pivot pin 304 includes a tip 320 and the axle 308 includes a center point 322, such that a pin-to-axle axis 324 runs from the tip 320 of the pivot pin 304 to the center point 322 of the axle 308. Furthermore, the kingpin 310 has a midpoint 326, such that a pin-to-kingpin axis 328 runs from the tip 320 of the pivot pin 304 through the midpoint 326 of the kingpin 310. The kingpin 310 can be attached with the base plate 302 in a variety of ways and with a variety of bushings 316 to form the midpoint 326. As a non-limiting example, the midpoint 326 is where two bushings 316 come together with a seat plate 330. In this configuration, when assembled, the kingpin 310 extends through a first bushing 332 disposed between the bushing seat plate 330 and the base plate 302. The kingpin 310 further extends through a second bushing 334 and a washer 336, and is fastened with

55 60 65

a fastening nut 338. The kingpin 310, bushing seat plate 330, nut 338, and washer 336 are formed of any suitable type of construction and made of any suitable material. In a preferred embodiment, the kingpin 310, nut 338, and washer 336 are fabricated from steel having conventional dimensions, for example, about  $\frac{3}{8}$  inches in diameter. Additionally, the first 332 and second 334 bushings are formed of a suitably flexible material, a non-limiting example of which includes urethane.

The compliant properties of the bushings 316 allow the axle 308 to pivot about the pin-to-kingpin axis 328 when a sufficient load is applied to an end portion of the axle 308. As such, the axle 308 functions as a first resilient pivoting member. As will be recognized by one skilled in the art, the mounting of the axle 308 to the base plate 302 can be modified as desired. For example, a system using a pair of compression springs, as described in U.S. Pat. No. 5,263,725 to Gesmer et al., may be used instead of the urethane bushing system.

The bolt head 340 of the kingpin 310 is displaced on the underside of the base 302, such that the kingpin 310 does not rotate as the nut 338 engages a threaded portion of kingpin 310.

Each of the pin-to-kingpin 328 and the pin-to-axle 324 axes are inclined at an angle relative to an attached skateboard deck. The pin 304, axle 308, and base plate 302 are formed such that the angle of the pin-to-kingpin axis 328 is greater than the angle of the pin-to-axle axis 324 relative to an attached skateboard deck. As a non-limiting example, the pin-to-axle axis 324 is inclined at a pin-to-axle angle 342 ranging from about  $35^\circ$  to about  $55^\circ$ , and the pin-to-kingpin axis 328 is inclined at a pin-to-kingpin angle 344 ranging from about  $40^\circ$  to about  $70^\circ$ .

Additionally, the pin 304, axle 308, and base plate 302 are formed such that the kingpin midpoint 326 is above the pin-to-axle axis 324, thereby placing the pin-to-kingpin axis 328 between the pin-to-axle axis 324 and the kingpin axis 346 (i.e., the kingpin axis 346 runs the length of the kingpin 310 and through the kingpin midpoint 326). The skateboard truck 300 of the present invention is to be contrasted with the prior art skateboard truck 200 of FIG. 2, where the kingpin midpoint 216 is positioned below the pin-to-axle axis 208, thereby placing the pin-to-axle axis 208 between the pin-to-kingpin axis 210.

FIGS. 4 and 5 are side view illustrations showing movement of the skateboard trucks of the prior art and that of the present invention respectively. FIGS. 4 and 5 compare the direction and range of movement for the two trucks. As shown in FIG. 4, the prior art 200 configuration forces movement 400 of the axle 206 almost directly toward an attached skateboard deck 404, which limits the range of turning. This is to be contrasted with the present invention, as shown in FIG. 5, where the unique configuration described herein forces movement 500 of the axle 308 at a farther point toward an attached skateboard deck 502. As can be seen by comparing the two figures, as the respective axles extend to their full range of motion, they each share approximately the same starting 504 and finishing 506 heights of the axle. However, the prior art axle displacement 406 is substantially less than the present invention axle displacement 508.

The increased displacement 508 of the axle of the present invention provides the truck 300 with the larger range of movement 500 (i.e., hyperturn as defined below) that can be seen in FIG. 5. When the board 502 is laterally deflected, the raised seat pushes against the pin laterally so as to displace the axle farther over, as shown in FIG. 5. Accordingly, not

only does the axle twist along the pin-to-axle line, but the axle can also displace side-to-side as it swings around the pin-to-kingpin axis. This lateral movement creates thrust by pushing against the resistance of forward travel and momentum.

FIGS. 6A through 7B are front view illustrations of the prior art and the present invention, respectively, attached with a skateboard deck. As shown in FIGS. 6A and 6B, lateral deflection 600 of the skateboard deck 402 causes the axle to twist 602 almost directly toward the skateboard deck 402. The prior art 200 is to be contrasted with the present invention 300 as shown in FIGS. 7A and 7B, where upon lateral deflection 700 of the skateboard deck, the truck not only twists 702 the axle toward 702 the skateboard deck 502, but also thrusts the wheels outward in a form of lateral truck displacement 704 (i.e., arc-of-sway 704), thereby creating a hyperturn (i.e., the twist 702 combined with the arc-of-sway 704). It should be noted that because of the hyperturn 704, the lateral deflection 700 of the skateboard deck when using the present invention 300, exceeds that of the prior art 200, allowing a user to lean further into turns.

The hyperturn abilities allow the skateboard truck to propel the skateboard forward within the movement of turning. The board can be pumped, and then driven forward. Lateral displacement allows a user to push off from the momentum of the trajectory direction line, then push off from the speed itself to create more speed. This is similar to an ice skater pushing off with alternating feet. The special geometry of the present invention creates a lateral thrust beyond that available from the use of conventional trucks. Conventional trucks have very little thrust, with inaccessible drive properties (i.e., past an usable threshold). The thrust of the present invention is made accessible via heel-toe rail deflection of the kingpin, and twist of the upper body towards the turn. By properly controlling these driving forces, the rider can propel the board forward.

FIG. 8A is an illustration of a skateboard path 800 using a pair of conventional trucks 802, while FIG. 8B is a bottom view illustration of skateboard 804 with conventional trucks 802 traversing the path 800. Skateboards 804 using a pair of conventional trucks 802 turn together at a constant rate along a primary sinusoidal path 800. Both the front and rear trucks pivot in two dimensions symmetrically and in a fixed relation, as shown in FIG. 8B.

Because of the hyperturn, the present invention also provides a sinusoidal drive where the front truck turns sharper than the back truck. Referring to FIGS. 9A and 9B, FIG. 9A illustrates a path 900 of a skateboard using a truck according to the present invention, while FIG. 9B is a bottom view of a skateboard 902 traversing the path 900 while utilizing an improved front truck 300 according to the present invention, in combination with a conventional rear truck 802. According to this embodiment, as shown in FIGS. 9A and 9B, the rear conventional truck 802 turns on the primary path 904, while simultaneously, the front truck 300 turns on a secondary sinusoidal path 906. As a result, the skateboard 902 traces a variable parabolic path. The front and rear trucks of the skateboard pivot asymmetrically, as the rear truck pivots primarily in two dimensions and the front truck pivots in three dimensions (to be contrasted with the fixed relation provided by a skateboard utilizing a pair of conventional trucks). The asymmetric properties of the improved skateboard enable the front and rear trucks to turn independently, allowing a skateboard rider to create a variable arc of turn with all wheels in contact with the ground, while propelling the skateboard forward.

## (3) Conclusion

The skateboard truck coordinates the principles of movement in a novel manner. The truck described herein includes a pin-kingpin-axle configuration, where the kingpin is positioned substantially perpendicular to an attached skateboard deck. The kingpin has a midpoint that is raised and forward of the pin-to-axle axis. The truck is configured such that a pin-to-kingpin axis is between both the kingpin axis and the pin-to-axle axis. After being attached with a skateboard, the skateboard truck of the present invention creates a new movement with a forward thrust.

What is claimed is:

1. A skateboard truck comprising:  
a base plate for attaching with a skateboard deck;  
a pivot pin pivotally attached with the base plate, the pivot pin having a tip;  
an axle connected with the pivot pin, the axle having a center point, and where a pin-axle axis runs from the pivot pin tip through the center point of the axle;  
a kingpin coupling the axle with the base plate, where the kingpin has a midpoint and a length, with a kingpin axis running the length of the kingpin and through the midpoint, and where the kingpin midpoint is positioned between the axle and the pivot pin, and where a pin-kingpin axis runs from the pivot pin tip through the midpoint of the kingpin;  
a resilient bushing circumferentially disposed about the kingpin for providing a skateboard truck pivot axis; and wherein the pivot pin and the axle are configured such that the pin-kingpin axis is between the kingpin axis and the pin-axle axis, whereby the skateboard truck with the kingpin positioned between the axle and the pivot pin and configured such that the pin-kingpin axis is between the pin-axle axis and the kingpin axis provides a user with range of movement about two axes of rotation.
2. A skateboard truck as set forth in claim 1, wherein the kingpin is positioned such that it would be substantially perpendicular to an attached skateboard deck.
3. A skateboard truck as set forth in claim 2, wherein each of the pin-to-kingpin and pin-to-axle axes are inclined at an angle relative to an attached skateboard deck, such that an angle of the pin-to-kingpin axis is greater than the angle of the pin-to-axle axis relative to an attached skateboard deck.
4. A skateboard truck as set forth in claim 3, wherein the kingpin is positioned at an angle ranging from about 70° to about 105° relative to an attached skateboard deck.
5. A skateboard truck as set forth in claim 4, wherein the pin-to-axle axis is inclined at an angle ranging from about 35° to about 55°.
6. A skateboard truck as set forth in claim 5, wherein the pin-to-kingpin axis is inclined at an angle ranging from about 40° to about 70°.
7. A skateboard truck as set forth in claim 1, wherein each of the pin-to-kingpin and pin-to-axle axes are inclined at an angle relative to an attached skateboard deck, such that an angle of the pin-to-kingpin axis is greater than the angle of the pin-to-axle axis relative to an attached skateboard deck.
8. A skateboard truck as set forth in claim 7, wherein the kingpin is positioned at an angle ranging from about 70° to about 105° relative to an attached skateboard deck.
9. A skateboard truck as set forth in claim 7, wherein the pin-to-axle axis is inclined at an angle ranging from about 35° to about 55°.
10. A skateboard truck as set forth in claim 7, wherein the pin-to-kingpin axis is inclined at an angle ranging from about 40° to about 70°.

11. A method for forming a skateboard truck, the method comprising acts of:

forming a base plate for attaching with a skateboard deck; pivotally attaching a pivot pin with the base plate, the pivot pin having a tip; connecting an axle with the pivot pin, the axle having a center point, and where a pin-axle axis runs from the pivot pin tip through the center point of the axle; coupling the axle with the base plate using a kingpin, where the kingpin has a midpoint and a length, with a kingpin axis running the length of the kingpin and through the midpoint, and where the kingpin midpoint is positioned between the axle and the pivot pin, and where a pin-kingpin axis runs from the pivot pin tip through the midpoint of the kingpin; circumferentially disposing a resilient bushing about the kingpin for providing a skateboard truck pivot axis; and configuring the pivot pin and axle such that the pin-kingpin axis is between the kingpin axis and the pin-axle axis, whereby the skateboard truck with the kingpin positioned between the axle and the pivot pin and configured such that the pin-kingpin axis is between the pin-axle axis and the kingpin axis provides a user with range of movement about two axes of rotation.

12. A method for forming a skateboard truck as set forth in claim 11, wherein in the act of coupling the axle with the base plate using a kingpin, the kingpin is positioned such that it would be substantially perpendicular to an attached skateboard deck.

13. A method for forming a skateboard truck as set forth in claim 12, wherein in the act of configuring the pivot pin and axle, each of the pin-to-kingpin and pin-to-axle axes are inclined at an angle relative to an attached skateboard deck, such that an angle of the pin-to-kingpin axis is greater than the angle of the pin-to-axle axis relative to an attached skateboard deck.

14. A method for forming a skateboard truck as set forth in claim 13, wherein in the act of coupling the axle with the base plate using a kingpin, the kingpin is positioned at an angle ranging from about 70° to about 105° relative to an attached skateboard deck.

15. A method for forming a skateboard truck as set forth in claim 14, wherein in the act of configuring the pivot pin and axle, the pin-to-axle axis is inclined at an angle ranging from about 35° to about 55°.

16. A method for forming a skateboard truck as set forth in claim 15, wherein in the act of configuring the pivot pin and axle, the pin-to-kingpin axis is inclined at an angle ranging from about 40° to about 70°.

17. A method for forming a skateboard truck as set forth in claim 11, wherein in the act of configuring the pivot pin and axle, each of the pin-to-kingpin and pin-to-axle axes are inclined at an angle relative to an attached skateboard deck, such that an angle of the pin-to-kingpin axis is greater than the angle of the pin-to-axle axis relative to an attached skateboard deck.

18. A method for forming a skateboard truck as set forth in claim 11, wherein in the act of coupling the axle with the base plate using a kingpin, the kingpin is positioned at an angle ranging from about 70° to about 105° relative to an attached skateboard deck.

19. A method for forming a skateboard truck as set forth in claim 11, wherein in the act of configuring the pivot pin and axle, the pin-to-axle axis is inclined at an angle ranging from about 35° to about 55°.

20. A method for forming a skateboard truck as set forth in claim 11, wherein in the act of configuring the pivot pin and axle, the pin-to-kingpin axis is inclined at an angle ranging from about 40° to about 70°.

21. A skateboard comprising:

a skateboard deck;  
a first truck attached with the skateboard deck; and  
a second truck attached with the skateboard deck, the  
second truck comprising:  
a base plate attached with the skateboard deck;  
a pivot pin pivotally attached with the base plate, the  
pivot pin having a tip;  
an axle connected with the pivot pin, the axle having a  
center point, and where a pin-axle axis runs from the  
pivot pin tip through the center point of the axle; 15  
a kingpin coupling the axle with the base plate, where  
the kingpin has a midpoint and a length, with a  
kingpin axis running the length of the kingpin and  
through the midpoint, and where the kingpin mid-  
point is positioned between the axle and the pivot 20  
pin, and where a pin-kingpin axis runs from the pivot  
pin tip through the midpoint of the kingpin;  
a resilient bushing circumferentially disposed about the  
kingpin for providing a skateboard truck pivot axis;  
wherein the pivot pin and the axle are configured such  
that the pin-kingpin axis is between the kingpin axis 25  
and the pin-axle axis, whereby the second skateboard  
truck with the kingpin positioned between the axle  
and the pivot pin and configured such that the  
pin-kingpin axis is between the pin-axle axis and the  
kingpin axis provides a user with range of movement  
about two axes of rotation.

22. A skateboard as set forth in claim 21, wherein the first truck has a pin, axle and kingpin, and is configured such that the axle is between the pin and kingpin.

23. A method for forming a skateboard, the method comprising acts of:

attaching a first truck with a skateboard deck; and  
attaching a second truck with a skateboard deck, the  
second truck comprising:  
a base plate attached with the skateboard deck;  
a pivot pin pivotally attached with the base plate, the  
pivot pin having a tip;  
an axle connected with the pivot pin, the axle having a  
center point, and where a pin-axle axis runs from the  
pivot pin tip through the center point of the axle;  
a kingpin coupling the axle with the base plate, where  
the kingpin has a midpoint and a length, with a  
kingpin axis running the length of the kingpin and  
through the midpoint, and where the kingpin mid-  
point is positioned between the axle and the pivot  
pin, and where a pin-kingpin axis runs from the pivot  
pin tip through the midpoint of the kingpin;  
a resilient bushing circumferentially disposed about the  
kingpin for providing a skateboard truck pivot axis;  
wherein the pivot pin and the axle are configured such that  
the pin-kingpin axis is between the kingpin axis and the  
pin-axle axis, whereby the second skateboard truck with the  
kingpin positioned between the axle and the pivot pin and  
configured such that the pin-kingpin axis is between the  
pin-axle axis and the kingpin axis provides a user with range  
of movement about two axes of rotation.

\* \* \* \* \*

# **Exhibit 39**



US007828306B2

(12) United States Patent  
Stratton(10) Patent No.: US 7,828,306 B2  
(45) Date of Patent: Nov. 9, 2010

## (54) SKATEBOARD TRUCK WITH AN OFFSET AXLE

6,056,302 A \* 5/2000 Smith ..... 280/87.042  
6,105,978 A \* 8/2000 Vuerchoz ..... 280/11.27  
6,474,666 B1 \* 11/2002 Andersen et al. ..... 280/87.041(76) Inventor: Neil Stratton, 706 6th Ave., Venice, CA  
(US) 90291

## FOREIGN PATENT DOCUMENTS

(\* ) Notice: Subject to any disclaimer, the term of this  
patent is extended or adjusted under 35  
U.S.C. 154(b) by 418 days.

DE 19528579 C1 \* 2/1997

(21) Appl. No.: 12/080,342

\* cited by examiner

(22) Filed: Apr. 2, 2008

Primary Examiner—J. Allen Shriner, II

## (65) Prior Publication Data

Assistant Examiner—James Triggs

US 2009/0250891 A1 Oct. 8, 2009

(74) Attorney, Agent, or Firm—Tope-McKay & Associates;  
Marcus Risso

## (51) Int. Cl.

B62M 1/00 (2010.01)

## (57) ABSTRACT

(52) U.S. Cl. ..... 280/87.042  
(58) Field of Classification Search ..... 280/11.223,  
280/11.27, 11.23, 11.26, 87.03, 87.041-43,  
280/87.029, 47.12, 47.15, 11.19, 809; 301/125; A63C 17/  
01

A skateboard truck, with an offset axle is described. The skateboard truck includes a base plate and a kingpin attached with the base plate. A hanger is also attached with the base plate by the kingpin. The hanger includes an axle pin cast therein. The axle pin has a center axis and an arched portion and is positioned through the hanger such that the center axis of the axle pin passes through the kingpin, with the arched portion passing around the kingpin, thereby offsetting the axle pin and providing additional strength to the skateboard truck.

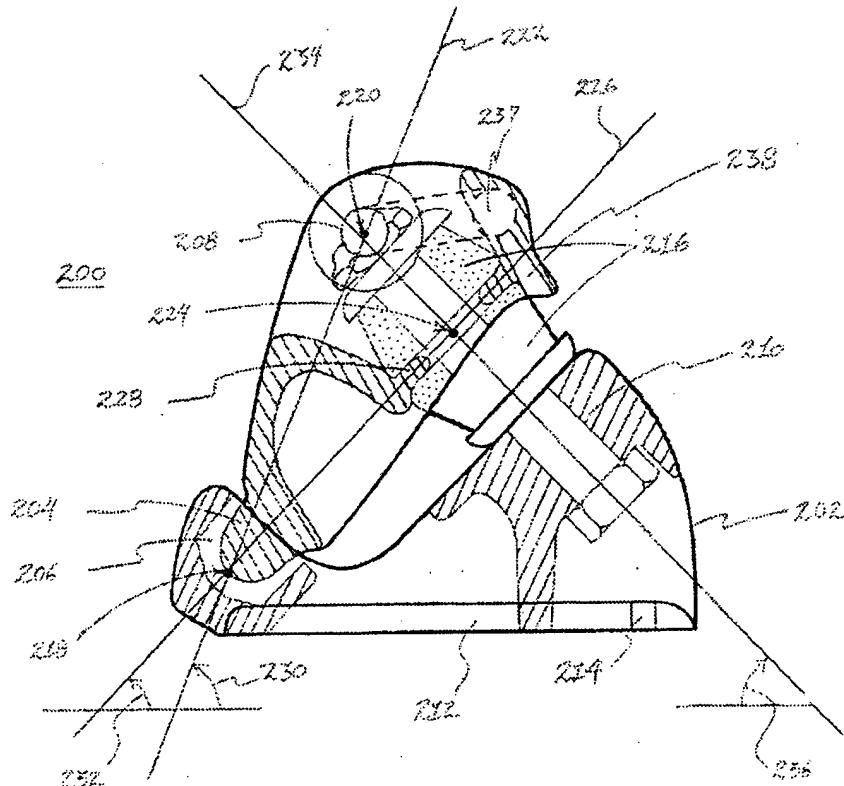
See application file for complete search history.

## (56) References Cited

## 4 Claims, 3 Drawing Sheets

## U.S. PATENT DOCUMENTS

5,263,725 A \* 11/1993 Gesmer et al. ..... 280/11.28



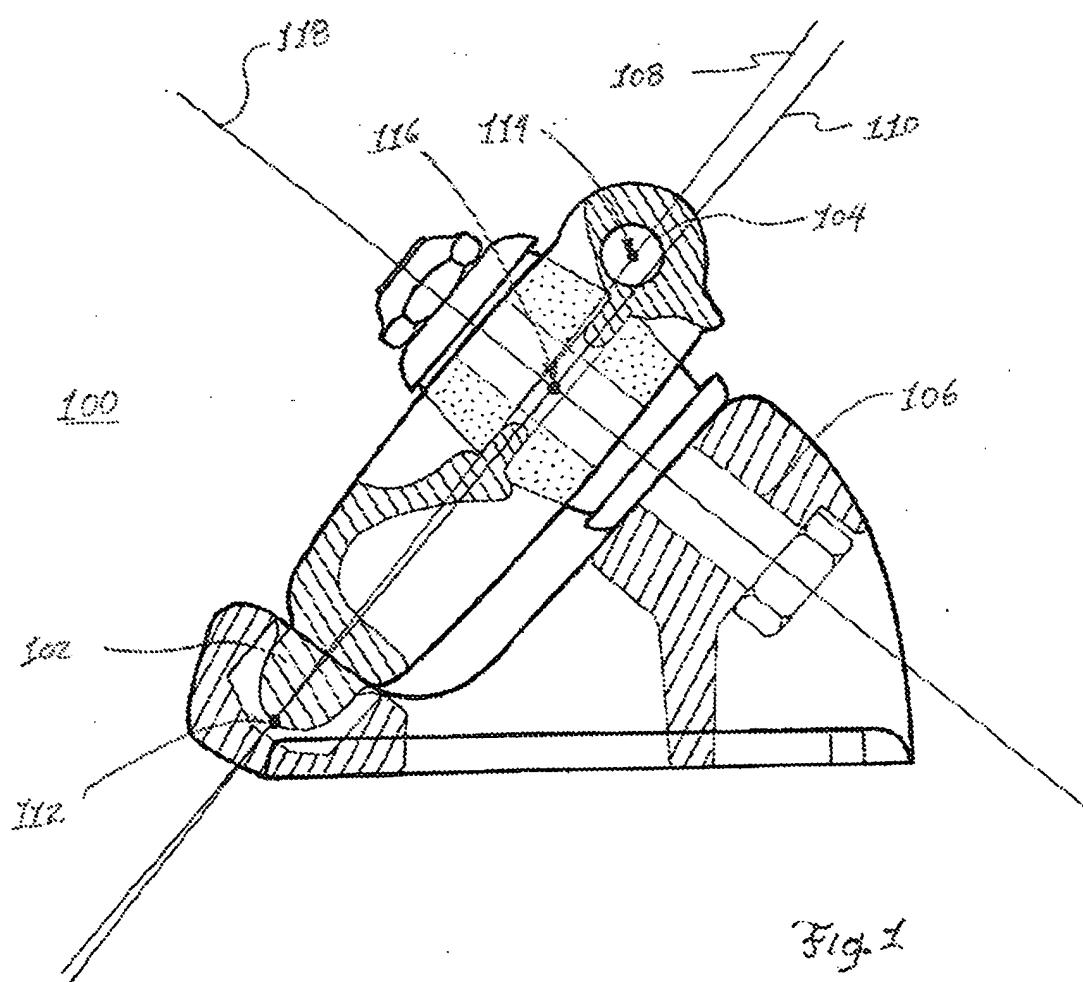


Fig. 2

(Prior Art)

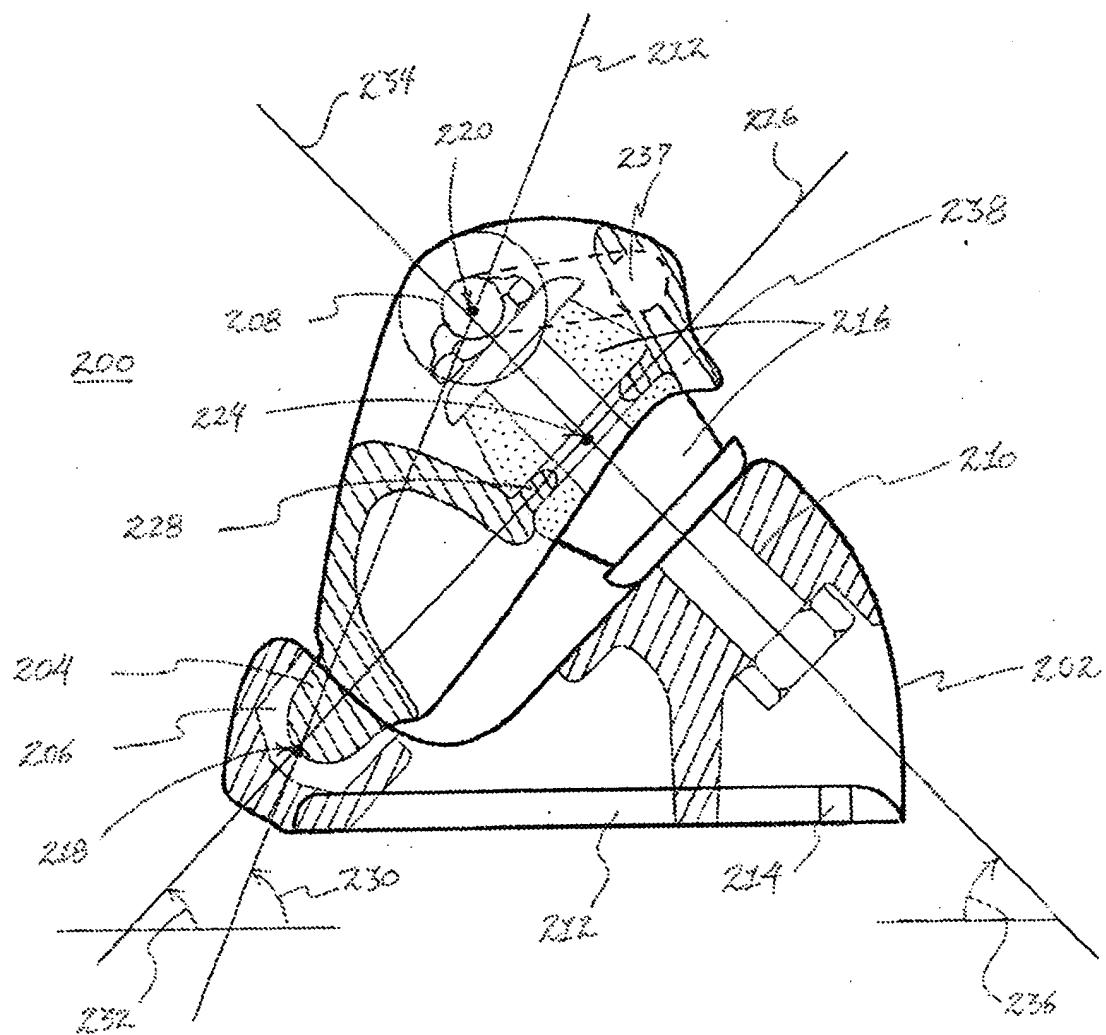


Fig. 2

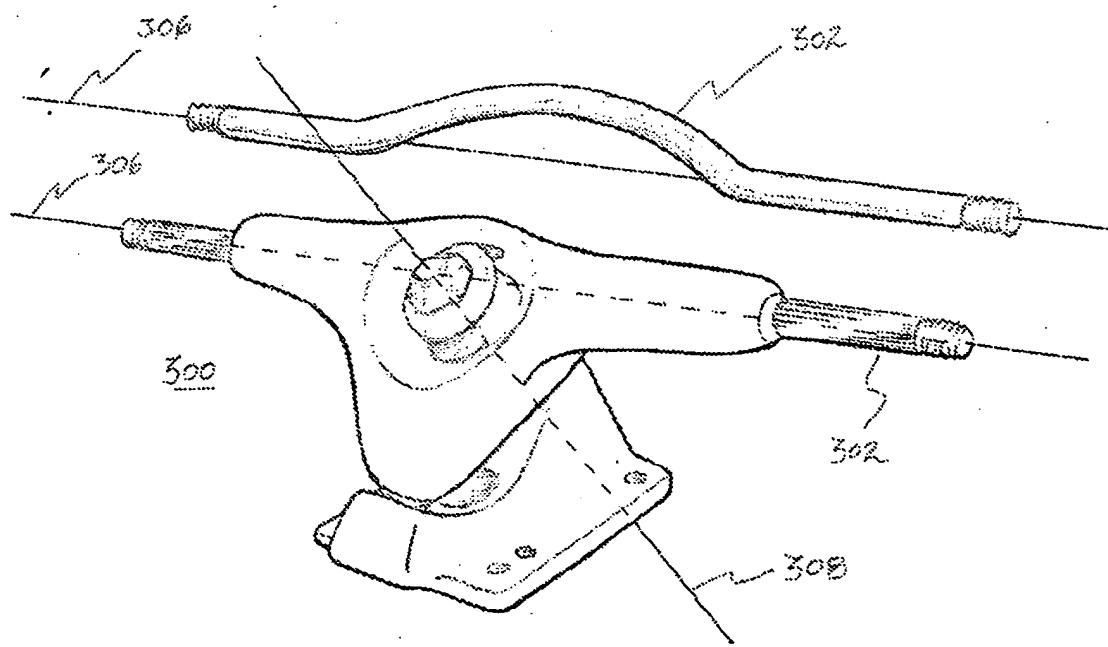


Fig. 3

**SKATEBOARD TRUCK WITH AN OFFSET AXLE****PRIORITY CLAIM**

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The present application is a non-provisional patent application, claiming the benefit of priority of U.S. Provisional Application No. 60/920,940, filed on Mar. 30, 2007, titled, "Skateboard Truck with an Offset Axle."

**BACKGROUND OF THE INVENTION****(1) Field of Invention**

The present invention relates to a skateboard truck and, more particularly, to a skateboard truck having an offset axle design.

**(2) Description of Related Art**

The present application relates to a skateboard truck with an offset axle design. Offset axle geometry has been used primarily in slalom racing because of the sharp turning radius enabled by the special juxtaposition of the axle to the kingpin. This design is almost always referred to as a 'split-axle' truck. In order to achieve this configuration (i.e., 'split-axle'), the axle cannot pass through the kingpin, so it is split into two smaller axles on either side of the hanger, thus weakening the truck. Further weakening the truck is the fact that the axle halves are mechanically fastened into a machined hole rather than cast into it. The demands placed on the truck by old school specialty slalom skating do not typically exceed the strength of this hanger. However, for more aggressive styles of street skating, this design is simply not strong enough. One of the reasons this style of truck has never reached mainstream success is because breakage was so common in early split-axle designs that the design was much maligned and duly phased out.

For many years, mainstream skating went in a different direction, focusing on the airborne possibilities of the Ollie. As a result, trucks got tighter to facilitate landing, and the properties of the split-axle design became irrelevant. However, there is now a growing movement towards blending elements of current skating with the old-school surf influences into a new hybrid style, mirroring the evolution of surfing and its converse introduction of skate moves back to the wave. While there is now a need for the turning properties of the split-axle truck, the existing structural weaknesses still prevent its' reintroduction into the market.

Thus, a continuing need exists for a split-axle style truck without the structural deficiencies present in the prior art.

**SUMMARY OF INVENTION**

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The present invention relates to skateboard truck with an offset axle. The skateboard truck includes a base plate and a kingpin attached with the base plate. A hanger is also attached with the base plate by the kingpin. The hanger includes an axle pin cast therein. The axle pin has a center axis and an arched portion and is positioned through the hanger such that the center axis of the axle pin passes through the kingpin, with the arched portion passing around the kingpin, thereby offsetting the axle pin and providing additional strength to the skateboard truck.

Finally, as can be appreciated by one in the art, the present invention also comprises a method for forming and using the truck described herein.

**BRIEF DESCRIPTION OF THE DRAWINGS**

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The objects, features and advantages of the present invention will be apparent from the following detailed descriptions of the various aspects of the invention in conjunction with reference to the following drawings, where:

FIG. 1 is a cross-sectional view illustration of a traditional truck;

FIG. 2 is a cross-sectional view illustration of a truck according to the present invention; and

FIG. 3 is a front-view illustration of a truck according to the present invention, showing an arched axle as it is inside a cast part.

**DETAILED DESCRIPTION**

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The present invention relates to a skateboard truck and, more particularly, to a skateboard truck having an offset axle design. The following description is presented to enable one of ordinary skill in the art to make and use the invention and to incorporate it in the context of particular applications. Various modifications, as well as a variety of uses in different applications will be readily apparent to those skilled in the art, and the general principles defined herein may be applied to a wide range of embodiments. Thus, the present invention is not intended to be limited to the embodiments presented, but is to be accorded the widest scope consistent with the principles and novel features disclosed herein.

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In the following detailed description, numerous specific details are set forth in order to provide a more thorough understanding of the present invention. However, it will be apparent to one skilled in the art that the present invention may be practiced without necessarily being limited to these specific details. In other instances, well-known structures and devices are shown in block diagram form, rather than in detail, in order to avoid obscuring the present invention.

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The reader's attention is directed to all papers and documents which are filed concurrently with this specification and which are open to public inspection with this specification, and the contents of all such papers and documents are incorporated herein by reference. All the features disclosed in this specification, (including any accompanying claims, abstract, and drawings) may be replaced by alternative features serving the same, equivalent or similar purpose, unless expressly stated otherwise. Thus, unless expressly stated otherwise, each feature disclosed is one example only of a generic series of equivalent or similar features.

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Furthermore, any element in a claim that does not explicitly state "means for" performing a specified function, or "step for" performing a specific function, is not to be interpreted as a "means" or "step" clause as specified in 35 U.S.C. Section 112, Paragraph 6. In particular, the use of "step of" or "act of" in the claims herein is not intended to invoke the provisions of 35 U.S.C. 112, Paragraph 6.

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Please note, if used, the labels left, right, front, back, top, bottom, forward, reverse, clockwise and counter clockwise have been used for convenience purposes only and are not intended to imply any particular fixed direction. Instead, they are used to reflect relative locations and/or directions between various portions of an object.

**(1) Description**

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The present invention relates to a skateboard truck having an offset axle design. As discussed above, producing an offset

axle skateboard truck has traditionally created a variety of structural deficiencies. The solution as put forth by the present invention is to bend a straight axle around the kingpin, providing the continuous structural support through the hanger while positioning the axle ends in the 'offset-axle' position. This also allows that the axle be sand-cast in, allowing the use of stronger alloys (e.g., 356) not fluid enough to be injection molded, and utilizing cooling shrinkage and adhesion to increase overall part strength.

One of the difficulties in manufacturing this solution is that the axle no longer sits straight in the sand, but now has a cantilevered bend that wants to collapse in the mold. Typically, axles are surrounded by the aluminum of the hanger to provide ample material to support it. A deterrent in easily implementing any kind of bent axle configuration is solving how to suspend the part in the mold while still embedding it firmly in the casting. Part of the solution put forth herein is to expose a small portion of the underside of the center of the bent axle so as to create a positive in the mold that will support that cantilevered bend.

Beyond the structural issues that the present invention solves, the visual common sense of this design will communicate to skaters in the marketplace the way in which this configuration addresses their demands for strength and tighter turns.

Before understanding the advantages of the present invention, it is helpful to understand the anatomy of a traditional skateboard truck. As shown in FIG. 1, a traditional skateboard truck, 100 uses a pin 102, a kingpin 106, and axle 104, with a kingpin axis 118 that is positioned substantially perpendicular to a pin-to-axle axis 108 and nearly parallel to a pin-to-bushing plate axis 110. The pin-to-axle axis 108 runs from a tip 112 of the pin 102 through a midpoint 114 of the axle 104. The pin-to-bushing plate axis 110 runs from a tip 112 of the pin 102 through a midpoint 116 of kingpin 106. While functional, the prior art produces a relatively limited degree of turn. When a user focuses weight on one edge of the skateboard (i.e., as opposed to the other edge) the truck will produce a twisting turn, which turns the skateboard in the desired direction.

A traditional skateboard truck 100 is to be contrasted with a skateboard truck 200 according to the present invention, as shown in FIG. 2. In the present invention, a skateboard truck 200 comprises a base plate 202 for attaching with a skateboard. A pivot pin 204 rests within a cup 206 of the base plate 202, pivotally coupling the pivot pin 204 with the base plate 202. A hanger 240 is coupled with the base plate 202 by a kingpin 210. The hanger 240 includes an axle pin 208 cast therein. The base plate 202 and hanger 240 are cast of any suitable construction and made of any suitably rigid material. As a non-limiting example, the base plate 202 and hanger 240 are cast in aluminum. In other aspects, the base plate 202 and hanger 240 may be cast in a formable high-strength metal or plastic.

The base plate 202 further comprises a base 212. The base 212 is formed in a suitable shape for attaching with a skateboard. As a non-limiting example, the base 212 is a substantially rectangular plate having a finite thickness, for example about  $\frac{3}{16}$  of an inch thick, and with a plurality of apertures 214. These apertures 214 are suitably configured for mounting the base plate 202 onto the underside of the skateboard platform.

The pivot pin 202 includes a tip 218 and the axle pin 208 includes a center point 220, such that a pin-to-axle axis 222 runs from the tip 218 of the pivot pin 204 to the center point 220 of the axle pin 208. Furthermore, the kingpin 210 has a midpoint 224, such that a pin-to-kingpin axis 226 runs from

the tip 218 of the pivot pin 204 through the midpoint 224 of the kingpin 210. The kingpin 210 can be attached with the base plate 202 in a variety of ways and with a variety of bushings 216 to form the midpoint 224. The compliant properties of the bushings 216 allow the axle pin 208 to pivot about the pin-to-kingpin axis 226 when a sufficient load is applied to an end portion of the axle pin 208. As such, the axle pin 208 functions as a resilient pivoting member. Each of the pin-to-kingpin axis 226 and the pin-to-axle axis 222 are inclined at an angle relative to an attached skateboard deck. The pivot pin 204, axle pin 208 and base plate 202 are formed such that the angle of the pin-to-axle axis 222 (i.e., pin-to-axle angle 230) is greater than the angle of the pin-to-kingpin axis 226 (i.e., pin-to-kingpin angle 232) relative to an attached skateboard deck. As a non-limiting example, the pin-to-axle axis 222 is inclined to form the pin-to-axle angle 230 ranging from about 65 to 85 degrees, and the pin-to-kingpin angle 232 ranges from about 40 to 65 degrees. Additionally, the pivot pin 204, axle pin 208 and base plate 202 are formed such that the pin-to-kingpin axis 226 is substantially perpendicular to the kingpin axis 234 (i.e., the kingpin axis 234 runs through the length of the kingpin 210 and through the kingpin midpoint 224) while simultaneously allowing the axle pin center point 220 to substantially coincide with the kingpin axis 234. This is to be contrasted with the prior art skateboard truck, where the axle pin center point 114 cannot intersect the kingpin axis 118.

The kingpin 210 is positioned between the axle pin 208 and the pivot pin 204. A resilient bushing 216 is circumferentially disposed about the kingpin 210 for providing a skateboard truck pivot axis (i.e. the axis of rotation) relative to the axle pin 208. This configuration of pivot pin 204, the kingpin 210, and the axle pin 208 places the axle pin center point 220 directly in line with the kingpin 210 and perpendicular to the spring union (i.e., the resilient bushings 216), thus evenly dividing the load about the circumference of the resilient bushings 216 (which are held apart through annular projections 228).

The present invention has been devised that utilizes a pivot pin 202-kingpin 206 -axle pin 204 configuration (with an offset axle), with the kingpin axis 234 running substantially perpendicular to the pin-to-kingpin axis 226, while the pin-to-axle axis 222 is at a much steeper angle. This steeper angle increases the turning geometry of the truck while maintaining the perpendicular relationship between the pin-to-kingpin axis 226 and the kingpin axis 234. The perpendicular relationship enables the resilient bushings 224 to flex evenly around their circumference, while enabling the turning geometry to be increased. This novel relationship between the pin-to-kingpin axis 226 and the pin-to-axle axis 222 requires less force to deflect the bushings 216 while simultaneously increasing the turning geometry. This is to be contrasted with the prior art skateboard truck, where the difference between the pin-to-kingpin axis 226 and the pin-to-axle axis 222 is limited.

In order to increase the turning geometry (represented by the pin-to-axle axis 222), a kingpin axis angle 236 must also be increased (the kingpin axis angle 236 is formed between the kingpin axis 234 and a surface of a skateboard deck). However, increasing the kingpin axis angle 236 would limit the range of the resilient bushings 216, while decreasing the desired turning effect. The prior art has sought to solve this problem by splitting the axle pin into two halves, so that each half could be placed on either side of the kingpin, however, this weakens the part so much that it renders it weak and unsafe in use. The present invention solves this problem by bending the axle pin 204 around the kingpin 206, thus pre-

serving structural integrity while allowing for an increase in turning geometry. This is depicted by the arched portion 237 that is shown as being offset from the center point 220 of the axle pin 204 and bent around the kingpin 206. Thus, as can be appreciated by one skilled in the art, the hanger 240 includes an arched axle pin 204 that is cast into the hanger 240.

For further illustration, FIG. 3 is a front view of the skateboard truck 300 of the present invention. FIG. 3 first depicts the axle pin 302 as separate from the skateboard truck 300 to illustrate the arched portion 337 and that the axle pin 302 is bent (at the arched portion 337). FIG. 3 also depicts the axle pin 302 attached with the skateboard truck 300 and cast into or otherwise affixed with the hanger 340 to illustrate that the center axis 306 of the axle pin 302 passes through the center of the kingpin axis 308.

An impediment to the use of a bent axle pin has been in the difficulty of supporting the axle pin during the molding process. Because the arched portion of the axle pin 302 is cantilevered inside the mold, it needs a support to hold it in place. The present invention solves this problem by using a positive form. Referring again to FIG. 2, underneath the arched portion 237 of the axle pin 208 is a void 238 in the hanger casting. This void 238 is produced in the molding process by a positive form in the mold. The positive form serves to support the cantilevered arched portion 237 of the axle 208, thus enabling the axle pin 208 to be set into the mold and held in place during the casting process.

What is claimed is:

1. A skateboard truck with an offset axle, comprising:  
a base plate;  
a kingpin attached with the base plate;  
a hanger with an axle pin therein, the hanger being attached  
with the base plate by the kingpin; and  
wherein the axle pin has a first end, a second end, a center  
axis extending between the first and second end, and an  
arched portion, the axle pin being positioned through the  
hanger such that the center axis of the axle pin passes  
through the kingpin, with the arched portion passing

around the kingpin, thereby offsetting the axle pin and providing additional strength to the skateboard truck.

2. A skateboard truck as set forth in claim 1, wherein the hanger includes a pivot pin with a tip and the axle pin includes a center point, and wherein the kingpin includes a midpoint with a kingpin axis that runs lengthwise and through the midpoint, and wherein a pin-to-kingpin axis exists between the tip of the pivot pin and the midpoint of the kingpin, and wherein a pin-to-axle axis exists between the tip of the pivot pin and the center point of the axle pin; and  
wherein the base plate and hanger are formed such that when the hanger is attached with the base plate by the kingpin, the kingpin axis is substantially perpendicular to the pin-to-kingpin axis, while the pin-to-axle axis is substantially non-perpendicular to the kingpin axis.
3. A method for forming a skateboard truck with an offset axle, comprising acts of:  
selecting a base plate;  
attaching a kingpin with the base plate;  
20 forming a hanger with an axle pin therein and attaching the hanger with the base plate by the kingpin; and  
wherein in forming the hanger with the axle pin, the hanger is formed such that the axle pin has a first end, a second end, a center axis extending between the first and second end, and an arched portion, the axle pin being positioned through the hanger such that the center axis of the axle pin passes through the kingpin, with the arched portion passing around the kingpin, thereby offsetting the axle pin and providing additional strength to the skateboard truck.
4. A method as set forth in claim 3, wherein the act of forming a hanger with an axle pin therein further comprises acts of:  
using a positive form in a mold to support the arched portion of the axle pin; and  
casting the hanger with the axle pin therein.

\* \* \* \* \*

# **Exhibit 40**

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 77511901

Filing Date: 06/30/2008

**NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.**

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<b>MARK INFORMATION</b>	
*MARK	CARVER
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	CARVER
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Neil Stratton
*STREET	706 6th Ave.
*CITY	Venice
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	90291
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	INDIVIDUAL

<b>* COUNTRY OF CITIZENSHIP</b>	United States
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>*INTERNATIONAL CLASS</b>	028
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>*IDENTIFICATION</b>	Ball-bearings for skateboards
<b>*FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>SPECIMEN FILE NAME(S)</b>	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0004.JPG</u>
<b>SPECIMEN DESCRIPTION</b>	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
<b>*IDENTIFICATION</b>	Nuts and bolts for skateboards
<b>*FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>SPECIMEN FILE NAME(S)</b>	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0004.JPG</u>
<b>SPECIMEN DESCRIPTION</b>	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
<b>*IDENTIFICATION</b>	Skateboard decks
<b>*FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>SPECIMEN FILE NAME(S)</b>	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0003.JPG</u>

	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0004.JPG</u>
SPECIMEN DESCRIPTION	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
*IDENTIFICATION	Skateboard grip tapes
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 02/01/1999
FIRST USE IN COMMERCE DATE	At least as early as 02/01/1999
SPECIMEN FILE NAME(S)	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0004.JPG</u>
SPECIMEN DESCRIPTION	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
*IDENTIFICATION	Skateboard riser pads
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 02/01/1999
FIRST USE IN COMMERCE DATE	At least as early as 02/01/1999
SPECIMEN FILE NAME(S)	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0004.JPG</u>
SPECIMEN DESCRIPTION	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
*IDENTIFICATION	Skateboard trucks
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 02/01/1999
FIRST USE IN COMMERCE DATE	At least as early as 02/01/1999
SPECIMEN FILE NAME(S)	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2</u> <u>\775\119\77511901\xml\FT K0004.JPG</u>

<b>SPECIMEN DESCRIPTION</b>	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
<b>*IDENTIFICATION</b>	Skateboard wheels
<b>*FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>SPECIMEN FILE NAME(S)</b>	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0003.JPG</u>
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<b>SPECIMEN DESCRIPTION</b>	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
<b>*IDENTIFICATION</b>	Skateboards
<b>*FILING BASIS</b>	SECTION 1(a)
<b>FIRST USE ANYWHERE DATE</b>	At least as early as 02/01/1999
<b>FIRST USE IN COMMERCE DATE</b>	At least as early as 02/01/1999
<b>SPECIMEN FILE NAME(S)</b>	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0003.JPG</u>
	<u>\TICRS\EXPORT2\IMAGEOUT2\775\119\77511901\xml\FT K0004.JPG</u>
<b>SPECIMEN DESCRIPTION</b>	The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods.
<b>ADDITIONAL STATEMENTS INFORMATION</b>	
<b>*TRANSLATION (if applicable)</b>	
<b>*TRANSLITERATION (if applicable)</b>	
<b>*CLAIMED PRIOR REGISTRATION (if applicable)</b>	
<b>*CONSENT (NAME/LIKENESS) (if applicable)</b>	
<b>*CONCURRENT USE CLAIM (if applicable)</b>	
<b>ATTORNEY INFORMATION</b>	

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<b>ZIP/POSTAL CODE</b>	90265
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<b>*CITY</b>	Malibu
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b>	90265
<b>PHONE</b>	310.589.8158
<b>FAX</b>	310.919.3145
<b>*EMAIL ADDRESS</b>	zpoprawski@topemckay.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEES PER CLASS</b>	275
<b>*TOTAL FEE PAID</b>	275
<b>SIGNATURE INFORMATION</b>	
<b>* SIGNATURE</b>	/Neil Stratton/

* SIGNATORY'S NAME	Neil Stratton
* SIGNATORY'S POSITION	Owner
* DATE SIGNED	06/30/2008

---

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

**Serial Number:** 77511901

**Filing Date:** 06/30/2008

#### To the Commissioner for Trademarks:

**MARK:** CARVER (Standard Characters, see mark)

The literal element of the mark consists of CARVER.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Neil Stratton, a citizen of United States, having an address of

706 6th Ave.  
Venice, California 90291  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

**For specific filing basis information for each item, you must view the display within the Input Table.**

International Class 028: Ball bearings for skateboards; Nuts and bolts for skateboards; Skateboard decks; Skateboard grip tapes; Skateboard riser pads; Skateboard trucks; Skateboard wheels; Skateboards

**Use in Commerce:** The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 028, the mark was first used at least as early as 02/01/1999, and first used in commerce at least as early as 02/01/1999, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) The specimens consist of photographs of a packaging box and a tag showing the mark as used on Applicant's goods..

Specimen File1

Specimen File2

The applicant hereby appoints Zuzanna M. Poprawski of TOPE-McKAY & ASSOCIATES

23852 Pacific Coast Hwy. #311

Malibu, California 90265

United States

to submit this application on behalf of the applicant. The attorney docket/reference number is Carver 28.

Correspondence Information: Zuzanna M. Poprawski

23852 Pacific Coast Hwy. #311  
Malibu, California 90265  
310.589.8158(phone)  
310.919.3145(fax)  
[zpoprawski@topemckay.com](mailto:zpoprawski@topemckay.com) (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

#### **Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Neil Stratton/ Date Signed: 06/30/2008

Signatory's Name: Neil Stratton

Signatory's Position: Owner

RAM Sale Number: 6363

RAM Accounting Date: 07/01/2008

Serial Number: 77511901

Internet Transmission Date: Mon Jun 30 23:04:28 EDT 2008

TEAS Stamp: USPTO/FTK-24.176.207.74-2008063023042815

9362-77511901-400b2c29f4629b0be52a45d9aa

299f0f1ba-CC-6363-20080626231029496732

**CARVER**





# **Exhibit 41**

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 85132514

Filing Date: 09/17/2010

*NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<strong>MARK INFORMATION</strong>	
*MARK	PROTEUS
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PROTEUS
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<strong>APPLICANT INFORMATION</strong>	
*OWNER OF MARK	Carver International Inc.
*STREET	111 Sierra Street
*CITY	El Segundo
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	90245
<strong>LEGAL ENTITY INFORMATION</strong>	
*TYPE	CORPORATION

* STATE/COUNTRY OF INCORPORATION	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
* INTERNATIONAL CLASS	025
IDENTIFICATION	Belts; Board shorts; Button down shirts; Caps; Hats; Jackets; Jeans; Pants; Rash guards; Sandals; Scarves; Short-sleeved or long-sleeved t-shirts; Shorts; Sneakers; Socks; Sweat shirts; Sweaters; Swim wear; Tank tops; Tops; Wetsuits
* FILING BASIS	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
* TRANSLATION (if applicable)	
* TRANSLITERATION (if applicable)	
* CLAIMED PRIOR REGISTRATION (if applicable)	
* CONSENT (NAME/LIKENESS) (if applicable)	
* CONCURRENT USE CLAIM (if applicable)	
MISCELLANEOUS STATEMENT	In Greek mythology Proteus was Poseidon's son.
<b>ATTORNEY INFORMATION</b>	
NAME	Zuzanna M. Poprawski
ATTORNEY DOCKET NUMBER	Proteus cl. 25
FIRM NAME	TOPE-MCKAY & ASSOCIATES
STREET	30765 Pacific Coast Hwy. #420
CITY	Malibu
STATE	California
COUNTRY	United States
ZIP/POSTAL CODE	90265
PHONE	310.589.8158
FAX	310.919.3145
EMAIL ADDRESS	zpoprawski@topemckay.com

<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>		Yes
<b>CORRESPONDENCE INFORMATION</b>		
<b>*NAME</b>	Zuzanna M. Poprawski	
<b>FIRM NAME</b>	TOPE-McKAY & ASSOCIATES	
<b>*STREET</b>	30765 Pacific Coast Hwy. #420	
<b>*CITY</b>	Malibu	
<b>*STATE (Required for U.S. applicants)</b>	California	
<b>*COUNTRY</b>	United States	
<b>*ZIP/POSTAL CODE</b>	90265	
<b>PHONE</b>	310.589.8158	
<b>FAX</b>	310.919.3145	
<b>*EMAIL ADDRESS</b>	zpoprawski@topemckay.com	
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes	
<b>FEE INFORMATION</b>		
<b>NUMBER OF CLASSES</b>	1	
<b>FEES PER CLASS</b>	275	
<b>*TOTAL FEE PAID</b>	275	
<b>SIGNATURE INFORMATION</b>		
<b>* SIGNATURE</b>	/zpoprawski/	
<b>* SIGNATORY'S NAME</b>	Zuzanna Poprawski	
<b>* SIGNATORY'S POSITION</b>	Attorney of record, California bar member.	
<b>* DATE SIGNED</b>	09/17/2010	

---

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

**Serial Number: 85132514**

**Filing Date: 09/17/2010**

#### To the Commissioner for Trademarks:

**MARK: PROTEUS (Standard Characters, see mark)**

The literal element of the mark consists of PROTEUS.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Carver International Inc., a corporation of California, having an address of

111 Sierra Street  
El Segundo, California 90245  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

**For specific filing basis information for each item, you must view the display within the Input Table.**

International Class 025: Belts; Board shorts; Button down shirts; Caps; Hats; Jackets; Jeans; Pants; Rash guards; Sandals; Scarves; Short-sleeved or long-sleeved t-shirts; Shorts; Sneakers; Socks; Sweat shirts; Sweaters; Swim wear; Tank tops; Tops; Wetsuits

**Intent to Use:** The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

In Greek mythology Proteus was Poseidon's son.

The applicant's current Attorney Information:

Zuzanna M. Poprawski of TOPE-McKAY & ASSOCIATES

30765 Pacific Coast Hwy. #420  
Malibu, California 90265  
United States

The attorney docket/reference number is Proteus cl. 25.

The docket/reference number is Proteus cl. 25.

The applicant's current Correspondence Information:

Zuzanna M. Poprawski

TOPE-McKAY & ASSOCIATES  
30765 Pacific Coast Hwy. #420  
Malibu, California 90265  
310.589.8158(phone)  
310.919.3145(fax)  
[zpoprawski@topemckay.com](mailto:zpoprawski@topemckay.com) (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /zpoprawski/ Date Signed: 09/17/2010  
Signatory's Name: Zuzanna Poprawski  
Signatory's Position: Attorney of record, California bar member.

RAM Sale Number: 4028  
RAM Accounting Date: 09/20/2010

Serial Number: 85132514  
Internet Transmission Date: Fri Sep 17 17:18:37 EDT 2010  
TEAS Stamp: USPTO/FTK-71.189.233.69-2010091717183717  
9456-85132514-470ba2c1cbc1195866ee91918d  
32d55da59-CC-4028-20100917163914283861

# PROTEUS

# **Exhibit 42**

# Trademark/Service Mark Application, Principal Register

## TEAS Plus Application

Serial Number: 85132544

Filing Date: 09/17/2010

**NOTE: Data fields with the \* are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.**

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
<b>MARK INFORMATION</b>	
*MARK	PROTEUS
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	PROTEUS
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Carver International Inc.
*STREET	111 Sierra Street
*CITY	El Segundo
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	90245
<b>LEGAL ENTITY INFORMATION</b>	
*TYPE	CORPORATION

* STATE/COUNTRY OF INCORPORATION	California
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
* INTERNATIONAL CLASS	028
IDENTIFICATION	Bags especially designed for surfboards; Bags for skateboards; Ball bearings for skateboards; Body boards; Fins for body boards; Harnesses specially adapted for carrying snowboards, skis and skateboards; Nuts and bolts for skateboards; Protective padding for skateboarding; Protective padding for snowboarding; Skateboard decks; Skateboard grip tapes; Skateboard rails; Skateboard riser pads; Skateboard trucks; Skateboard wheels; Skateboards; Snow boards; Snowboard bindings; Snowboard decks; Snowboard wax; Snowboards; Surfboard fins; Surfboard leashes; Surfboard traction pads; Surfboard wax; Surfboards
* FILING BASIS	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
* TRANSLATION (if applicable)	
* TRANSLITERATION (if applicable)	
* CLAIMED PRIOR REGISTRATION (if applicable)	
* CONSENT (NAME/LIKENESS) (if applicable)	
* CONCURRENT USE CLAIM (if applicable)	
MISCELLANEOUS STATEMENT	In Greek mythology Proteus was Poseidon's son.
<b>ATTORNEY INFORMATION</b>	
NAME	Zuzanna M. Poprawski
ATTORNEY DOCKET NUMBER	Proteus cl. 28
FIRM NAME	TOPE-MCKAY & ASSOCIATES
STREET	30765 Pacific Coast Hwy. #420
CITY	Malibu
STATE	California

<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	90265
<b>PHONE</b>	310.589.8158
<b>FAX</b>	310.919.3145
<b>EMAIL ADDRESS</b>	zpoprawski@topemckay.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes

#### CORRESPONDENCE INFORMATION

<b>*NAME</b>	Zuzanna M. Poprawski
<b>FIRM NAME</b>	TOPE-MCKAY & ASSOCIATES
<b>*STREET</b>	30765 Pacific Coast Hwy. #420
<b>*CITY</b>	Malibu
<b>*STATE (Required for U.S. applicants)</b>	California
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b>	90265
<b>PHONE</b>	310.589.8158
<b>FAX</b>	310.919.3145
<b>*EMAIL ADDRESS</b>	zpoprawski@topemckay.com
<b>*AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes

#### FEES INFORMATION

<b>NUMBER OF CLASSES</b>	1
<b>FEES PER CLASS</b>	275
<b>*TOTAL FEES PAID</b>	275

#### SIGNATURE INFORMATION

<b>* SIGNATURE</b>	/zpoprawski/
<b>* SIGNATORY'S NAME</b>	Zuzanna Poprawski
<b>* SIGNATORY'S POSITION</b>	Attorney of record, California bar member.
<b>* DATE SIGNED</b>	09/17/2010

## Trademark/Service Mark Application, Principal Register

### TEAS Plus Application

**Serial Number: 85132544**

**Filing Date: 09/17/2010**

#### To the Commissioner for Trademarks:

**MARK: PROTEUS (Standard Characters, see mark)**

The literal element of the mark consists of PROTEUS.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Carver International Inc., a corporation of California, having an address of  
111 Sierra Street  
El Segundo, California 90245  
United States

requests registration of the trademark/service mark identified above in the United States Patent and  
Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051  
et seq.), as amended, for the following:

**For specific filing basis information for each item, you must view the display within the Input Table.**

International Class 028: Bags especially designed for surfboards; Bags for skateboards; Ball bearings for skateboards; Body boards; Fins for body boards; Harnesses specially adapted for carrying snowboards, skis and skateboards; Nuts and bolts for skateboards; Protective padding for skateboarding; Protective padding for snowboarding; Skateboard decks; Skateboard grip tapes; Skateboard rails; Skateboard riser pads; Skateboard trucks; Skateboard wheels; Skateboards; Snow boards; Snowboard bindings; Snowboard decks; Snowboard wax; Snowboards; Surfboard fins; Surfboard leashes; Surfboard traction pads; Surfboard wax; Surfboards

**Intent to Use:** The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

In Greek mythology Proteus was Poseidon's son.

The applicant's current Attorney Information:

Zuzanna M. Poprawski of TOPE-McKAY & ASSOCIATES

30765 Pacific Coast Hwy. #420

Malibu, California 90265

United States

The attorney docket/reference number is Proteus cl. 28.

The docket/reference number is Proteus cl. 28.

The applicant's current Correspondence Information:

Zuzanna M. Poprawski  
TOPE-McKAY & ASSOCIATES  
30765 Pacific Coast Hwy. #420  
Malibu, California 90265  
310.589.8158(phone)  
310.919.3145(fax)  
[zpoprawski@topemckay.com](mailto:zpoprawski@topemckay.com) (authorized)

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /zpoprawski/ Date Signed: 09/17/2010

Signatory's Name: Zuzanna Poprawski

Signatory's Position: Attorney of record, California bar member.

RAM Sale Number: 4372  
RAM Accounting Date: 09/20/2010

Serial Number: 85132544  
Internet Transmission Date: Fri Sep 17 17:41:59 EDT 2010  
TEAS Stamp: USPTO/FTK-71.189.233.69-2010091717415972  
2876-85132544-4705017742df27b9ff4a962199  
c2940d12b-CC-4372-20100917171952341404

# PROTEUS

# **Exhibit 43**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

PAYOR NUMBER  
23363

P75M

CHRISTIE, PARKER & HALE, LLP  
PO BOX 7068  
PASADENA CA 91109-7068

DATE PRINTED

03/31/08

## MAINTENANCE FEE REMINDER

According to the records of the U.S. Patent and Trademark Office (USPTO) the maintenance fee for the patent(s) listed below (for which the above address is on record as the fee address under 37 CFR 1.363) has not been paid within the six-month period set forth in 37 CFR 1.362(d).

THE MAINTENANCE FEE MAY STILL BE PAID WITH THE APPLICABLE SURCHARGE SET FORTH IN 37 CFR 1.20(h), WITHIN THE SIX-MONTH GRACE PERIOD SET FORTH IN 37 CFR 1.362(e).

Unless payment of the maintenance fee and the applicable surcharge is received in the USPTO within the six-month grace period, THE PATENT WILL EXPIRE AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b).

The total payment due is the amount required on the date the fee is paid (and not necessarily the amount indicated below). All USPTO fees (including maintenance fees) are subject to change. Customers should refer to the USPTO Web site ([www.uspto.gov](http://www.uspto.gov)) or call the Maintenance Fee Branch at 571-272-6500 for the most current fee amounts for the correct entity status before submitting payment. The total payment due indicated below is based on the entity status according to current Office records (shown below).

Timely payment of the total payment due is required in order to avoid expiration of the patent. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.

PATENT NUMBER	U.S. FEE AMT	MAINT. SURCHG	APPL. NUMBER	PATENT ISSUE DATE	APPL. FILING DATE	PAYMENT MENT	SMLL ENTITY?	TOTAL PYMT DUE	ATTORNEY DOCKET NUMBER
67935224	465	65	09801536	09/21/04	03/08/01	4	YES	530	37197/RJW/A524
6795316	465	65	10028745	09/21/04	12/21/01	4	YES	530	47630/DBP/C664

The maintenance fee and the applicable surcharge can be paid quickly and easily over the Internet at [www.uspto.gov](http://www.uspto.gov) by electronic funds transfer (EFT), credit card, or USPTO deposit account payment methods. The mailing address for all maintenance fee payments not electronically submitted over the Internet is: U.S. Patent and Trademark Office, P.O. Box 979070, St. Louis, MO 63197-9000.

Direct any questions about this notice to: Mail Stop M Correspondence, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156. Patentee should determine the relevant patent term for a patent before paying the maintenance fee.

# **Exhibit 44**

**LEWIS  
BRISBOIS  
BISGAARD  
& SMITH LLP**  
ATTORNEYS AT LAW  
221 North Figueroa Street, Suite 1200  
Los Angeles, California 90012  
Telephone: 213.250.1800  
Fax: 213.250.7900  
[www.lbbslaw.com](http://www.lbbslaw.com)

May 4, 2012

**VIA E-MAIL AND FIRST CLASS MAIL**

Thomas J. Daly, Esq.  
CHRISTIE PARKER HALE LLP  
655 North Central Avenue, Suite 2300  
Glendale, California 91203

**Re:** **Reinstatement of United States Patent 6,793,224**  
**USDC for the Eastern District of Virginia**  
**Case No. 1:12CV175 AJT (IDD)**

Dear Tom:

Further to my phone call, this letter is to request Christie Parker Hale LLP's ("CPH") files in regard to a former CPH client on a patent application that is now a litigation matter. This matter and simultaneous request for the return of all files is urgent. The patent application apparently was handled by Dick Ward of CPH, involved a failure to pay fees and ultimate withdrawal by CPH.

LEWIS BRISBOIS BISGAARD & SMITH LLP (“LBBS”) has been retained to represent Carver International, Inc., successor to Carver Skateboards (collectively, “Carver”), in regard to a complaint filed by Carver against David J. Kappos and the United States Patent and Trademark Office, Civil Action 1:12CV175 (AJT) (IDD), filed in the United States District Court for the Eastern District of Virginia for reinstatement of United States Patent 6,793,224 (“the ‘224 patent” and, the “Complaint”), and subsequent litigation and proceedings concerning this matter. A copy of the ‘ 224 patent and the Complaint are attached. Pursuant to an arrangement with the AAG handling the case the PTO, Carver must file a Petition under 37 C.F.R. 1.181 with the PTO not later than May 18, 2012, to revive the patent.

## **Request for Immediate Delivery of Christie Parker files**

We understand that CHRISTIE PARKER HALE LLP ("CPH", "you" or "your") was retained to prepare and prosecute the application for patent that issued as the '224 patent. In connection with our efforts to collect all of the records regarding this patent that are potentially relevant to the issues in this case and, in order to comply with Carver's duty to

***Urgent Request for Return of Original Files***

Thomas J. Daly, Esq.  
May 4, 2012  
Page 2

preserve information under Rule 26 of the Federal Rules, we request, on or prior to next Friday, May 11, 2012, which is seven (7) calendar days from today, that CPH provide to LBBS the following original file(s) regarding the application, which issued as the '224 patent, including:

- your engagement agreement with Carver;
- all communications (including e-mail or other electronic communications and/or filings) regarding or arising from your representation of Carver, such as communication to/from the patent office, to/from the client and/or its agents and employees, as well as relevant internal communications;
- all draft documents regarding or arising from your representation of Carver, such as draft letters to Carver or any of its agents or employees, such as Neil Stratton or Eyerick Williamson, draft assignments, etc.;
- all correspondence you received from the United States Patent and Trademark Office ("PTO") concerning the '224 patent, including but not limited to the March 31, 2008 Patent Office Maintenance Fee Reminder and the October 20, 2008 Patent Office Notice of Expiration, including all efforts you took to provide these documents to Carver;
- all billing records (including all time entries) and collection records; and,
- your entire file concerning the lawsuit CPH filed against Carver and Azcast Products, Inc. in Pasadena Superior Court for unpaid fees, Case No. 03C01960 (filed July 10, 2003).

If you require further assurances from Carver, please contact me as soon as possible. This information can be provided to us on a piecemeal basis as it is located, via e-mail (.PDF) to jhokanson@lbbslaw.com with a copy to tspeiss@lbbslaw.com, via hand delivery and/or via Overnight mail. If you locate the requested materials, please contact me to discuss the best way to provide [we could send a messenger to pick it up, or provide our FedEx account #].

To reiterate, this request is urgent.

This request is made urgent because we now understand that Carver's predecessor firm, Tope-McKay & Associates, never requested this information from you when it was engaged by Carver concerning this matter, and we further understand from them that you have the original files.

**Preservation of Information**

***Urgent Request for Return of Original Files***

Thomas J. Daly, Esq.  
May 4, 2012  
Page 3

As present custodian of information related to the '224 patent, we believe you have a duty to preserve information that is potentially relevant to the issues in this case. Having a litigation hold in place may provide you with a "safe harbor" against sanctions if that information is lost inadvertently during the course of the litigation.

This lawsuit obligates you to impose a "litigation hold" to preserve all your documents and electronically stored information ("ESI"), which may be relevant in this matter. ESI includes data on all computers, networks, storage devices including back up tapes and USB drives, voice mail, and even cell phones and PDAs. This list is illustrative, not exhaustive. Please call us if you have questions about where potentially relevant ESI might be located.

Having a litigation hold in place may provide you with a "safe harbor" against sanctions if that information is lost inadvertently during the course of the litigation. Failing to preserve potentially relevant information can result in sanctions. Fortunately, providing notice and doing your best to comply with your litigation hold obligations may provide you with a "safe harbor" when, as often happens, potentially relevant information is misplaced or destroyed despite your best efforts to preserve it.

**State or Federal Regulations**

Some businesses are subject to state or federal regulatory requirements that obligate them to preserve business records, including potentially relevant information, for reasons other than pending litigation. Please contact us so that we may help you evaluate whether compliance with regulatory requirements for preservation of business records satisfies your litigation hold obligations.

**Immediate Action**

There are some steps that you must promptly take to preserve documents and ESI, if regulations affecting your business don't already require you to do so. Preserving data means not destroying it. It also means taking affirmative steps to preserve documents and ESI from being destroyed in the ordinary course of business.

- These affirmative steps include notifying your employees and co-workers who are likely to have relevant documents or ESI to stop all data deletion and document destruction activities. This means everyone must cease: (1) all voluntary and automatic data destruction activities; (2) e-mail deletion functions; (3) voice mail deletions; (4) backup tape recycling; (5) hard drive reformatting or defragmenting; and, (5) cache-clearing processing until all potentially relevant information has been collected and duplicated, or otherwise preserved.

*Urgent Request for Return of Original Files*

Thomas J. Daly, Esq.  
May 4, 2012  
Page 4

- If you or your employees do not have the expertise to do this, we urge you to confer with us immediately.
- Time is of the essence in providing this notice to your employees, and third parties over whom you have some control (such as your accountant, or other lawyers who may have information relevant to this matter), and implementing a program to suspend alteration, deletion or destruction of documents or ESI that could be relevant to the issues in the above-referenced litigation. The time to give this notice and take these steps is now.

If you would like assistance in formulating the litigation hold notice for your employees and outside third parties, or in taking steps to preserve documents or ESI, please let us know immediately.

**Notice is Understood**

Please confirm that the recipients of your "litigation hold" notice actually received and understood the notice, and that they took steps to preserve potentially relevant information. You must document your having given this notice.

**Length of Preservation Hold**

The duty to preserve relevant documents and ESI continues for the life of the case. In appropriate cases, you must provide periodic reminders about the obligation to preserve documents and ESI to ensure that the preservation efforts are effective. Please talk with us about whether these steps are necessary in your case.

Very truly yours,



Jon E. Hokanson of  
LEWIS BRISBOIS BISGAARD & SMITH LLP

Encl. Complaint; US Patent 6,793,224  
cc: Carver Skateboards, Inc.  
Thomas J. Speiss, III, Esq.

# **Exhibit 45**

## Hodas, Joshua

---

**From:** Hokanson, Jon  
**Sent:** Tuesday, May 15, 2012 9:48 AM  
**To:** 'thomas.daly@cph.com'  
**Cc:** Speiss, Thomas; Hodas, Joshua  
**Subject:** FW: CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale and follow up questions 32269-3  
**Attachments:** CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale.pdf

Tom,

Thank you for providing the CPH files for Carver. Attached is the acknowledgment of receipt.

In a review of the files several questions come to mind:

Are these the complete CPH files?

Is there anyone at CPH, such as records custodian, who could provide a declaration to re the above?

The PTO file history has a 3/31/08 Maintenance Fee Reminder notice and a 10/20/08 Notice of Patent Expiration for Patent 6,793,224. The CPH file has the Notice of Patent Expiration, but does not have the earlier Maintenance Fee Reminder. Both of these notices have the CPH P.O. Box mailing address. However, several years earlier CPH had changed its PTO correspondence address to the 350 West Colorado Boulevard address and also CPH's application to withdraw had been approved and notice had been provided to the client.

Does CPH have any record of receiving the Maintenance Fee Reminder?

Does CPH have any record of providing either notice to the former client?

The 10/20/08 Notice of Patent Expiration has a handwritten annotation red ink "Abandoned 1/22/02". What is the significance of that annotation in terms of whether it or a copy of it was provided to the former client?

Does CPH have any record re receipt of the original '224 patent? If so, does CPH have any record of having provided the original patent to the former client?

Is there anyone at CPH who has personal knowledge of any of the above? If so, would CPH make them available to be interviewed?

It appears that Richard Ward handled the Carver matters. Does CPH have current contact information for him? Is he available to be interviewed?

The petition to reinstate the '224 patent is due on Friday, 5/18/12, and I would appreciate your prompt attention to this matter.

Jon

**From:** Towles, Vicki  
**Sent:** Tuesday, May 15, 2012 7:51 AM  
**To:** Hokanson, Jon  
**Subject:** CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale



# **Exhibit 46**

---

**From:** Thomas Daly <Thomas.Daly@cph.com>  
**Sent:** Wednesday, May 16, 2012 10:26 AM  
**To:** Hokanson, Jon  
**Cc:** MCOM  
**Subject:** CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale and follow up questions 32269-3  
**Attachments:** CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale.pdf

Jon,

My responses are noted below. Please let me know if you have any further questions. Thanks.

Tom Daly

---

**From:** Hokanson, Jon [mailto:[hokanson@lbbslaw.com](mailto:hokanson@lbbslaw.com)]  
**Sent:** Tuesday, May 15, 2012 9:48 AM  
**To:** Thomas Daly  
**Cc:** Speiss, Thomas; Hodas, Joshua  
**Subject:** FW: CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale and follow up questions 32269-3

Tom,

Thank you for providing the CPH files for Carver. Attached is the acknowledgment of receipt.

In a review of the files several questions come to mind:

Are these the complete CPH files?

These were the only Carver client files that were discovered in our search. You expressed urgency in providing the files so our search was necessarily conducted on an expedited basis. However, we believe these are the only client files we have. We do have firm records and files that might contain information related to Carver. We do not consider these to be client files. Moreover, most of these records or files are likely in storage or archived given the length of time that has passed since Carver was a client. However, we have alerted the appropriate people that a "litigation hold" should be placed on such records or files.

Also, we provided you with 5 file folders. One of those, designated 20.1-1, was inadvertently not included on the list in the acknowledgement letter. We would appreciate your confirming that you received that file.

Is there anyone at CPH, such as records custodian, who could provide a declaration to re the above?

We do not have anyone with that title. Depending upon the files involved, there is someone who could provide a declaration as to the search for and locating of the files

The PTO file history has a 3/31/08 Maintenance Fee Reminder notice and a 10/20/08 Notice of Patent Expiration for Patent 6,793,224. The CPH file has the Notice of Patent Expiration, but does not have the earlier Maintenance Fee Reminder. Both of these notices have the CPH P.O. Box mailing address. However, several years earlier CPH had changed its PTO correspondence address to the 350 West Colorado Boulevard address and also CPH's application to withdraw had been approved and notice had been provided to the client.

Does CPH have any record of receiving the Maintenance Fee Reminder?

Only what might be gleaned from the contents of the file itself. We would not have kept any independent record under these circumstances.

Does CPH have any record of providing either notice to the former client?

Again, likely only what would be found in the file provided to you. Some attorneys kept correspondence files. I'm not sure whether Richard Ward kept such a file, and, if he did, whether it was retained after he retired.

The 10/20/08 Notice of Patent Expiration has a handwritten annotation red ink "Abandoned 1/22/02". What is the significance of that annotation in terms of whether it or a copy of it was provided to the former client?

Our Docketing Department notes case status on documents received from the PTO before forwarding the documents to the pertinent attorney. It would then have been up to that attorney, in this case Richard Ward, to decide what, if any, follow up steps to take. It appears that the case status was noted as "Abandoned" in our docketing records when we withdrew and responsibility was transferred to Carver.

Does CPH have any record re receipt of the original '224 patent? If so, does CPH have any record of having provided the original patent to the former client?

This would have been reflected in the file provided to you, but I do not recall any indication that it was received. A notation of receipt might have been made in our docketing records, but there is no notation there. We do not believe we received the original patent deed.

Is there anyone at CPH who has personal knowledge of any of the above? If so, would CPH make them available to be interviewed?

We would only have someone who would know about docketing, file handling and file storage. If you have questions for such a person, we would consider providing answers. None of the attorneys involved in the Carver patent file are still at CPH.

It appears that Richard Ward handled the Carver matters. Does CPH have current contact information for him? Is he available to be interviewed?

Richard Ward is retired. We are able to contact him and would pass along to him any requests you might have. Mr. Ward would have to let you know his availability.

The petition to reinstate the '224 patent is due on Friday, 5/18/12, and I would appreciate your prompt attention to this matter.

Jon

**From:** Towles, Vicki  
**Sent:** Tuesday, May 15, 2012 7:51 AM  
**To:** Hokanson, Jon  
**Subject:** CARVER - Acknowledgment of Receipt of Files from Christie Parker Hale

# **Exhibit 47**

## DIVISION OF ASSETS

6/1/2008

Carver Skateboards Inc, is a dissolved corporation and this is the record of the division of the remaining assets between the 3 partners. There is no monetary value assigned to any of the items, all partners mutually agree to dissolve the corporation and divide the remaining assets according to who made them or brought them to the company.

### **Eyreick Williamson:**

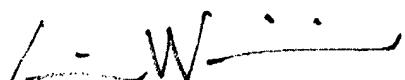
- 4 Drill Presses
- 2 Coolant Systems
- 1 4" Belt Sander
- 3 Computers
- 2 Phones
- 1 Phone/Fax
- 3 Office Work Stations
- 2 Heavy Duty Work Benches
- Miscellaneous hand tools and drill bits

### **Neil Stratton**

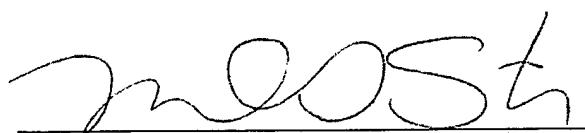
- Miscellaneous matched plate tooling
- Website address
- Domain name
- Patent #US 6,793,224 B2
- Patent #US 7,287,672 B2

### **Greg Falk**

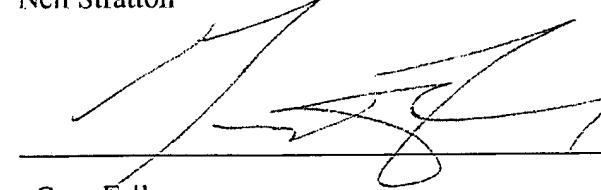
- Miscellaneous drill jigs



Eyreick Williamson



Neil Stratton



Greg Falk

# **Exhibit 48**

**State of California**  
**Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 23 2009

*Debra Bowen*

DEBRA BOWEN  
 Secretary of State

0988068

DISS STK



**State of California  
Secretary of State**

**DOMESTIC STOCK CORPORATION  
CERTIFICATE OF DISSOLUTION**

**There is no fee for filing a Certificate of Dissolution.**

**IMPORTANT – Read instructions before completing this form.**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

SEP 08 2009

This Space For Filing Use Only

**CORPORATE NAME** (Enter the name of the domestic stock corporation exactly as it is of record with the California Secretary of State.)

1. Name of corporation

**CARVER SKATEBOARDS INC.**

**REQUIRED STATEMENTS** (The following statements are required by statute and should not be altered.)

2. a) A final franchise tax return, as described by Section 23332 of the Revenue and Taxation Code, has been or will be filed with the Franchise Tax Board, as required under Part 10.2 (commencing with Section 18401) of Division 2 of the Revenue and Taxation Code.  
 b) The corporation has completely wound up.  
 c) The corporation is dissolved.

**DEBTS & LIABILITIES** (Check the applicable statement. Note: Only one box may be checked.)

3.  The corporation's known debts and liabilities have been actually paid.  
 The corporation's known debts and liabilities have been paid as far as its assets permitted.  
 The corporation's known debts and liabilities have been adequately provided for by their assumption and the name and address of the assumer is \_\_\_\_\_  
 The corporation's known debts and liabilities have been adequately provided for as far as its assets permitted.  
 (Specify in an attachment to this certificate (incorporated herein by this reference) the provision made and the address of the corporation, person or governmental agency that has assumed or guaranteed the payment, or the name and address of the depositary with which deposit has been made or other information necessary to enable creditors or others to whom payment is to be made to appear and claim payment.)  
 The corporation never incurred any known debts or liabilities.

**ASSETS** (Check the applicable statement. Note: Only one box may be checked.)

4.  The known assets have been distributed to the persons entitled thereto.  
 The corporation never acquired any known assets.

**ELECTION** (Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to Corporations Code section 1901 must be filed prior to or together with this Certificate of Dissolution.)

5. The election to dissolve was made by the vote of all the outstanding shares.  YES  NO

**VERIFICATION & EXECUTION** (If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.)

6. The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

09/01/2009

Date

W

Signature of Director

Neil Stratton

Signature of Director

Greg Falk

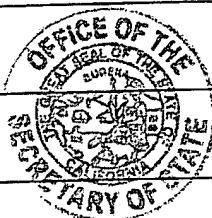
Signature of Director

NEIL STRATTON

Type or Print Name of Director

Greg Falk

Type or Print Name of Director

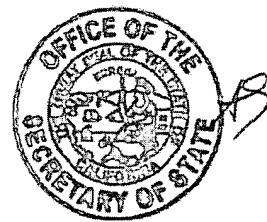


APPROVED BY SECRETARY OF STATE

# **Exhibit 49**

3104013

**State of California  
Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 11 2008

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

3104013

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

JUN 06 2008

## ARTICLES OF INCORPORATION

### I.

The name of this corporation is Carver International Inc.

### II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

### III.

The name in the State of California of this corporation's initial agent for service of process is:

John W. Anderson  
23001 Hawthorne Blvd., Suite 202  
Torrance, CA 90505

### IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

John W. Anderson  
John W. Anderson, Incorporator



# **Exhibit 50**

15% on M sales  
10% on PAX?

Paid monthly on  
sales we collect

8% on 91 DIST

EQUIP = NO VALUE

\* Biggest flaw now is  
New Co / Old Co, should  
be New Co / Eyrick

Patent = small value / Paid  
Renewal

Goodwill = NO good will

- Old Corp has no value: liquidate end, is Corp.  
otherwise OldCo needs to stay alive for the 4 years...
- Assets distributed to officers: no tax
- Pay Eyrick as consultant agreement.  
Value is in future, payments are fully deductible to NewCo.
- My half of Payables <sup>Half</sup> not to go on Cancer's  
'08 Books, as I need the deduction.
- E taxed @ ordinary tax rates if assets are sold.
- Liquidation: file last Return  
: Certificate of Dissolution w/ Secretary of State
- We contribute our assumed liabilities to New Co,
- List liquidation
- Contract needs to include fix for 4 years  
• no interest in company

# **Exhibit 51**



UNITED STATES PATENT AND TRADEMARK OFFICE

RJW

RECEIVED

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

NOV 07 2008

Christie, Parker & Hale, LLP

PAYOR NUMBER  
23363

CHRISTIE, PARKER & HALE, LLP  
PO BOX 7068  
PASADENA CA 91109-7068

P75M  
CASE # 37197 ACTION Amended 11/24/08 DATE PRINTED  
REMINDER \_\_\_\_\_ DUE DATE 10/20/08

DEADLINE  
NOTICE OF PATENT EXPIRATION

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(e). THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).

If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, customers should call the Office of Petitions Help Desk at 571-272-3282 or refer to the USPTO Web site at [www.uspto.gov/web/offices/pac/dapp/petitionspractice.html](http://www.uspto.gov/web/offices/pac/dapp/petitionspractice.html). The USPTO also permits reinstatement under 37 CFR 1.378(c) by electronic petition (e-petition) using EFS-Web; e-petitions may be automatically granted if all the eligibility requirements are met. For further information on filing an e-petition, please call the Electronic Business Center (EBC) at 866-217-9197 (toll-free) or 571-272-4100 or refer to the EBC's e-petition guide at [www.uspto.gov/ebc/portal/efs/petition\\_quickstart.pdf](http://www.uspto.gov/ebc/portal/efs/petition_quickstart.pdf).

U.S.					
PATENT NUMBER	APPLICATION NUMBER	PATENT ISSUE DATE	APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER
6793224	09801536	09/21/04	03/08/01	09/21/08	37197/RJW/A524

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156.

# **Exhibit 52**

## Hodas, Joshua

---

**From:** Neil Stratton <neil@carverskateboards.com>  
**Sent:** Thursday, May 10, 2012 4:07 PM  
**To:** Speiss, Thomas  
**Cc:** Carver Skateboards  
**Subject:** Fwd: Carver Patent issues

Begin forwarded message:

**From:** Neil Stratton <neil@carverskateboards.com>  
**Date:** December 8, 2009 4:07:09 PM PST  
**To:** Marcus Rizzo <mrisso@topemckay.com>  
**Subject:** Carver Patent issues

Marcus,

Hi, how are you doing? I imagine you're somewhere traveling, as you seem to be on the road a lot.

I have a question regarding the first patent we did with Tope-Mckay for the dual-axis skateboard truck.

I am listed as the inventor, but the patent was assigned to Carver Skateboards. We dissolved the old corporation named Carver Skateboards Inc. and have formed a new corp called Carver International Inc. Since the assignee is no longer in biz, has the patent reverted back to me, the inventor? If not, is there a way to assign it to me now? I want to make sure the intellectual property is securely assigned to me and not an old corporation that no longer exists, and also has some liabilities against it. There was no sale of the old corp, just an election to dissolve with the assets divided amongst the old partners, but there is no formal way the assignment is documented.

This has all come up for us because our old partner did not pay the 'full' bill to the old firm we started the patent with and they have recently surfaced and have been trying to collect. We fired them because they were doing shoddy work and overcharging us (we then brought it to your firm with great results), and this is just more of that (they charged us over \$13K on an \$8K bid, did not even come close to finishing and now want another \$13K + \$5K for penalties and interest, FYI). In his negligent business practices, our old partner did not show up for the judgement hearing and we, the other partners, were not informed of it, so they were awarded a judgement against the old corp back in 2003. I had no idea he hid this from us, which is a shame because I would have argued to the judge that they egregiously overcharged us for work they never finished. I even brought this issue to one of the partners recently in an argument for them asking them to set aside the debt in the interests of fairness, and he said we had a very good case that was likely to succeed had it been presented, but it was too late now, fair or not. Recently they got a writ of execution against the old corp, and I don't want us to be vulnerable any more than we are. I mention all this in case you have any pertinent info relating to our plight. I'm super bummed that we're in the crosshairs for what is clearly an unfair case, and I'm currently trying to sort us out in a way that doesn't create more problems for us or drain our tight finances.

All this has brought up the need to make sure our patent is properly assigned at the very least.

What do you think we need to do?

Thanks,

Neil

## Hodas, Joshua

---

**From:** Marcus Risso <mrisso@topemckay.com>  
**Sent:** Thursday, December 10, 2009 12:23 PM  
**To:** 'Neil Stratton'  
**Cc:** 'Cary Tope-McKay'  
**Subject:** RE: Carver Patent issues  
**Attachments:** CSI Balance Detail Dec 10 09.pdf

Hi Neil,

It seems like a very complicated picture. Give me a call when you get the chance to discuss. I realize this may not be the best subject given the circumstance, but we also have some unpaid outstanding invoices which we need to have paid. Attached is a current balance in detail. What can we do to make this current?

=====

==

Marcus Luis Risso, Esq.  
TOPE-MCKAY & ASSOCIATES  
23852 Pacific Coast Highway #311  
Malibu, Ca 90265  
Tel.: 310-266-5663  
Personal fax: 310-861-0344  
e-mail: [mrisso@topemckay.com](mailto:mrisso@topemckay.com)

=====

==

This communication is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, dissemination, distribution or copying is strictly prohibited. If you are not the intended recipient, please contact the sender immediately by reply e-mail and completely destroy all copies of the original message. Thank you.

-----Original Message-----

From: Neil Stratton [<mailto:neil@carverskateboards.com>]  
Sent: Tuesday, December 08, 2009 4:07 PM  
To: Marcus Risso  
Subject: Carver Patent issues

Marcus,

Hi, how are you doing? I imagine you're somewhere traveling, as you seem to be on the road a lot.

I have a question regarding the first patent we did with Tope-Mckay for the dual-axis skateboard truck.

I am listed as the inventor, but the patent was assigned to Carver Skateboards. We dissolved the old corporation named Carver Skateboards Inc. and have formed a new corp called Carver International Inc. Since the assignee is no longer in biz, has the patent reverted back to me, the inventor? If not, is there a way to assign it to me now? I want to make sure the intellectual property is securely assigned to me and not an old corporation that no longer exists, and also has some liabilities against it. There was no sale of the old corp, just an election to dissolve with the assets divided amongst the old partners, but there is no formal way the assignment is documented.

This has all come up for us because our old partner did not pay the 'full' bill to the old firm we started the patent with and they have recently surfaced and have been trying to collect. We fired them because they were doing shoddy work and overcharging us (we then brought it to your firm with great results), and this is just more of that (they charged us over \$13K on an \$8K bid, did not even come close to finishing and now want another \$13K + \$5K for penalties and interest, FYI). In his negligent business practices, our old partner did not show up for the judgement hearing and we, the other partners, were not informed of it, so they were awarded a judgement against the old corp back in 2003. I had no idea he hid this from us, which is a shame because I would have argued to the judge that they egregiously overcharged us for work they never finished. I even brought this issue to one of the partners recently in an argument for them asking them to set aside the debt in the interests of fairness, and he said we had a very good case that was likely to succeed had it been presented, but it was too late now, fair or not. Recently they got a writ of execution against the old corp, and I don't want us to be vulnerable any more than we are. I mention all this in case you have any pertinent info relating to our plight. I'm super bummed that we're in the crosshairs for what is clearly an unfair case, and I'm currently trying to sort us out in a way that doesn't create more problems for us or drain our tight finances.

All this has brought up the need to make sure our patent is properly assigned at the very least.

What do you think we need to do?

Thanks,

Neil

11:21 AM  
12/10/09

Tope- McKay Attorney At Law, P.C.  
Customer Balance Detail  
All Transactions

Type	Date	Num	Memo	Amount	Balance
<b>Carver Skate Boards</b>					
CSI001					
Invoice	3/12/2003	1129		624.95	624.95
Invoice	6/30/2004	1794		1,316.22	1,941.17
Invoice	10/2/2008	5778		25.50	1,966.67
Payment	12/22/2008	1090	Pay Inv 5844, 5496, 5777, 5778	-25.50	1,941.17
Total CSI001				1,941.17	1,941.17
CSI002					
Invoice	1/19/2005	2186		3,788.65	3,788.65
Invoice	2/4/2005	2328		4,074.07	7,862.72
Invoice	2/4/2005	2479		202.08	8,064.80
Invoice	7/9/2006	3245		17.00	8,081.80
Invoice	8/15/2006	10466-TS		86.72	8,168.52
Invoice	2/25/2008	5340		2,654.01	10,822.53
Total CSI002				10,822.53	10,822.53
CSI003					
Invoice	2/28/2008	5341		2,018.57	2,018.57
Payment	3/10/2008	103		-2,018.57	0.00
Payment	3/10/2008	104		-1,000.00	-1,000.00
Invoice	10/2/2008	5496		477.77	-522.23
Invoice	10/2/2008	5844		1,425.75	903.52
Payment	12/22/2008	1090	Pay Inv 5844, 5496, 5777, 5778	-903.52	0.00
Total CSI003				0.00	0.00
<b>Trademark Work - Neil Stratton</b>					
Invoice	11/14/2008	5832		2,020.83	2,020.83
Payment	1/20/2009	1091	5832 Partial Payment	-2,020.83	0.00
Invoice	6/8/2009	6199		492.50	492.50
Invoice	6/8/2009	6308		441.67	934.17
Invoice	8/28/2009	6620		159.17	1,093.34
Total Trademark Work - Neil Stratton				1,093.34	1,093.34
<b>Carver Skate Boards - Other</b>					
Invoice	8/15/2006	10465-TS		19.05	19.05
Invoice	2/25/2008	5338		958.33	977.38
Invoice	10/2/2008	5777		62.50	1,039.88
Payment	12/22/2008	1090	Pay Inv 5844, 5496, 5777, 5778	-62.50	977.38
Total Carver Skate Boards - Other				977.38	977.38
Total Carver Skate Boards				14,834.42	14,834.42
<b>TOTAL</b>				<b>14,834.42</b>	<b>14,834.42</b>

# **Exhibit 53**

To: Commissioner for Patents

01/01/10

From: Inventor Neil Stratton

This is a petition to correct the assignee data on patent #US 6,793,224 B2. The patent was assigned to a company, Carver Skateboards Inc, that has been dissolved. Included in this petition is a copy of the Certificate of Dissolution issued by the Secretary of the State of California and a signed Division of Assets document stating that the patent has been returned to the inventor, Neil Stratton.

Therefore it is my request that the assignee data be changed to state that the inventor, Neil Stratton is now the assignee.

There was no mention of any fees or other forms necessary to process this petition, please contact me either by phone at 310-399-0771, email at [neil@carverskateboards.com](mailto:neil@carverskateboards.com) or by mail at 111 Sierra Street, E Segundo CA 90245 if anything else is needed to complete this petition.

Thanks,



Neil Stratton

**State of California  
Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 23 2009

A handwritten signature in cursive script that appears to read "Debra Bowen".

DEBRA BOWEN  
Secretary of State

J988068

DISS STK



**State of California  
Secretary of State**

**DOMESTIC STOCK CORPORATION  
CERTIFICATE OF DISSOLUTION**

There is no fee for filing a Certificate of Dissolution.

**IMPORTANT – Read instructions before completing this form.**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

SEP 4 8 2009

This Space For Filing Use Only

**CORPORATE NAME** (Enter the name of the domestic stock corporation exactly as it is of record with the California Secretary of State.)

1. Name of corporation

**CARVER SKATEBOARDS INC.**

**REQUIRED STATEMENTS** (The following statements are required by statute and should not be altered.)

2. a) A final franchise tax return, as described by Section 23332 of the Revenue and Taxation Code, has been or will be filed with the Franchise Tax Board, as required under Part 10.2 (commencing with Section 18401) of Division 2 of the Revenue and Taxation Code.  
 b) The corporation has completely wound up.  
 c) The corporation is dissolved.

**DEBTS & LIABILITIES** (Check the applicable statement. Note: Only one box may be checked.)

3.  The corporation's known debts and liabilities have been actually paid.  
 The corporation's known debts and liabilities have been paid as far as its assets permitted.  
 The corporation's known debts and liabilities have been adequately provided for by their assumption and the name and address of the assumer is \_\_\_\_\_  
 The corporation's known debts and liabilities have been adequately provided for as far as its assets permitted.  
 (Specify in an attachment to this certificate (incorporated herein by this reference) the provision made and the address of the corporation, person or governmental agency that has assumed or guaranteed the payment, or the name and address of the depositary with which deposit has been made or other information necessary to enable creditors or others to whom payment is to be made to appear and claim payment.)  
 The corporation never incurred any known debts or liabilities.

**ASSETS** (Check the applicable statement. Note: Only one box may be checked.)

4.  The known assets have been distributed to the persons entitled thereto.  
 The corporation never acquired any known assets.

**ELECTION** (Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to Corporations Code section 1901 must be filed prior to or together with this Certificate of Dissolution.)

5. The election to dissolve was made by the vote of all the outstanding shares.  YES  NO

**VERIFICATION & EXECUTION** (If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.)

6. The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

09/01/2009

Date

W

Signature of Director

Neil Stratton

Signature of Director

Greg Falk

Signature of Director

Frederick Williamson

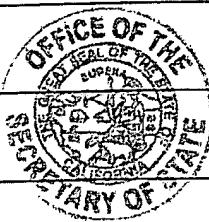
Type or Print Name of Director

NEIL STRATTON

Type or Print Name of Director

Greg Falk

Type or Print Name of Director



APPROVED BY SECRETARY OF STATE

**DIVISION OF ASSETS**

**6/1/2008**

Carver Skateboards Inc, is a dissolved corporation and this is the record of the division of the remaining assets between the 3 partners. There is no monetary value assigned to any of the items, all partners mutually agree to dissolve the corporation and divide the remaining assets according to who made them or brought them to the company.

**Eyreick Williamson:**

- 4 Drill Presses
- 2 Coolant Systems
- 1 4" Belt Sander
- 3 Computers
- 2 Phones
- 1 Phone/Fax
- 3 Office Work Stations
- 2 Heavy Duty Work Benches
- Miscellaneous hand tools and drill bits

**Neil Stratton**

- Miscellaneous matched plate tooling
- Website address
- Domain name
- Patent #US 6,793,224 B2
- Patent #US 7,287,672 B2

**Greg Falk**

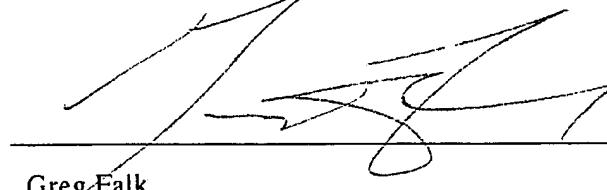
- Miscellaneous drill jigs



Eyreick Williamson



Neil Stratton



Greg Falk

# **Exhibit 54**

05-17-2010

Form PTO-1595 (Rev. 03-09)  
OMB No. 0851-0027 (exp. 03/31/2009)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

ET

5-17-10

103597398

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)

Carver Skateboards Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) JAN 25 2010

- Assignment       Merger  
 Security Agreement       Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other CERTIFICATE OF DISSOLUTION

Additional name(s) & address(es) attached?  Yes  No4. Application or patent number(s):  This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US 6,793,224 B2Additional numbers attached?  Yes  No

## 5. Name and address to whom correspondence concerning document should be mailed:

Name: Neil Stratton

Internal Address:

Street Address: 111 Sierra StreetCity: El SegundoState: CA Zip: 90245Phone Number: (310) 648-8249Fax Number: (310) 648-8251Email Address: neil@carverskateboards.com6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

## 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

MAY 14 2010

Date

Total number of pages including cover sheet, attachments, and documents: 8

Signature

NEIL STRATTON

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (873) 273-0160, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 9000, 2400 L Street NW, Washington, DC 20530-9000. E753224

01 FC:0221

48.00 UP

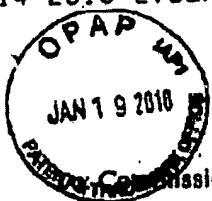
PAGE 2/2 RCVD AT 5/17/2010 2:25:12 PM [Eastern Daylight Time] SVR:USPTO-EFXRF-0/29 DMS:2709947 CSID: DURATION (mm:ss):00:44

PATENT  
REEL: 024411 FRAME: 0769

May 14 2010 2:32PM

HP LASERJET FAX

P. 6



091801536

03-17-2010



103591922

From: Inventor Neil Stratton

RECEIVED

01/01/JAN 25 2010

DPL  
OFFICE OF PETITIONS

This is a petition to correct the assignee data on patent #US 6,793,224 B2. The patent was assigned to a company, Carver Skateboards Inc, that has been dissolved. Included in this petition is a copy of the Certificate of Dissolution issued by the Secretary of the State of California and a signed Division of Assets document stating that the patent has been returned to the inventor, Neil Stratton.

Therefore it is my request that the assignee data be changed to state that the inventor, Neil Stratton is now the assignee.

There was no mention of any fees or other forms necessary to process this petition, please contact me either by phone at 310-399-0771, email at [neil@carverskateboards.com](mailto:neil@carverskateboards.com) or by mail at 111 Sierra Street, E Segundo CA 90243 if anything else is needed to complete this petition.

Thanks,

Neil Stratton

NO CONSOLIDATED  
SUBMITTED

PAGE 6/8 \*RCVD AT 5/14/2010 5:38:50 PM [Eastern Daylight Time] \*SVR:USPTO-EFXRF-68 \*DNIS:2709947 \*CSID: \*DURATION (mm:ss):01:48

PATENT  
REEL: 024411 FRAME: 0770

D0988068

**State of California  
Secretary of State**



I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

That the attached transcript of 1 page(s) has been compared  
with the record on file in this office, of which it purports to be a copy, and  
that it is full, true and correct.



**IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal of the  
State of California this day of**

SEP 23 2005

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

D0988068

O P A P

MAY 19 2010

0188 STK



**State of California  
Secretary of State**

**DOMESTIC STOCK CORPORATION  
CERTIFICATE OF DISSOLUTION**

There is no fee for filing a Certificate of Dissolution.

IMPORTANT - Read instructions before completing this form.

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

SEP 8 2009

This Space For Filing Use Only

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 c) The corporation is dissolved.

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 The corporation's known debts and liabilities have been paid as far as its assets permitted.  
 The corporation's known debts and liabilities have been adequately provided for by their assumption and the name and address of the assumer is \_\_\_\_\_.  
 The corporation's known debts and liabilities have been adequately provided for as far as its assets permitted.  
 (Specify in an attachment to this certificate (incorporated herein by this reference) the provision made and the address of the corporation, person or governmental agency that has assumed or guaranteed the payment, or the name and address of the depository with which deposit has been made or other information necessary to enable creditors or others to whom payment is to be made to appear and claim payment.)  
 The corporation never incurred any known debts or liabilities.

**ASSETS** (Check the applicable statement. Note: Only one box may be checked.)

4.  The known assets have been distributed to the persons entitled thereto.  
 The corporation never acquired any known assets.

**ELECTION** (Check the "YES" or "NO" box, as applicable. Note: If the "NO" box is checked, a Certificate of Election to Wind Up and Dissolve pursuant to Corporations Code section 1801 must be filed prior to or together with this Certificate of Dissolution.)

5. The election to dissolve was made by the vote of all the outstanding shares.  YES  NO

**VERIFICATION & EXECUTION** (If additional signature space is necessary, the listed signature(s) with verification(s) may be made on an attachment to this certificate. Any attachments to this certificate are incorporated herein by this reference.)

6. The undersigned constitute(s) the sole director or a majority of the directors now in office. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

09/01/2009

Date

Signature of Director

Signature of Director

Signature of Director

0188 STK (REV 03/09)

**FREDERICK WILLIAMSON**

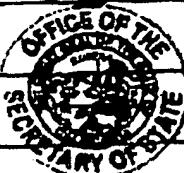
Type or Print Name of Director

**NEIL STRATION**

Type or Print Name of Director

**Greg Falk**

Type or Print Name of Director



APPROVED BY SECRETARY OF STATE

## DIVISION OF ASSETS

6/1/2008

Carver Skateboards Inc, is a dissolved corporation and this is the record of the division of the remaining assets between the 3 partners. There is no monetary value assigned to any of the items, all partners mutually agree to dissolve the corporation and divide the remaining assets according to who made them or brought them to the company.

Eyreick Williamson:

RECEIVED

JAN 25 2010

OFFICE OF PETITIONS

- 4 Drill Presses
- 2 Coolant Systems
- 1 4" Belt Sander
- 3 Computers
- 2 Phones
- 1 Phone/Fax
- 3 Office Work Stations
- 2 Heavy Duty Work Benches
- Miscellaneous hand tools and drill bits

Neil Stratton

- Miscellaneous matched plate tooling
- Website address
- Domain name
- Patent #US 6,793,224 B2
- Patent #US 7,287,672 B2

Greg Falk

- Miscellaneous drill jigs



Eyreick Williamson

Neil Stratton

Greg Falk

# **Exhibit 55**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JUNE 22, 2010

PTAS

\*700439607A\*

NEIL STRATION  
111 SIERRA STREET  
EL SEQUENO, CA 90245

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/21/2010

REEL/FRAME: 024563/0654  
NUMBER OF PAGES: 6

BRIEF: CERTIFICATE OF DISSOLUTION

ASSIGNOR:  
CARVER SKATEBOARDS INC.

DOC DATE: 01/25/2010

ASSIGNEE:  
CARVER INTERNATIONAL INC.  
111 SIERRA STREET  
EL SEQUENO, CALIFORNIA 90245

SERIAL NUMBER: 09801536  
PATENT NUMBER: 6793224  
TITLE: TRUCK FOR SKATEBOARDS

FILING DATE: 03/08/2001  
ISSUE DATE: 09/21/2004

SHAREILL COLES, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

# **Exhibit 56**

**AZCAST**

May 23, 2001

Christie, Parker & Hale, LLP  
ATTN: Richard J.Ward  
350 W. Colorado Blvd., Suite 500  
Pasadena, CA 91109-7068  
626.795.9900 Tel  
626. 577.8800 Fax

RE: Assigning Property

Dear Richard,

As we discussed during our meeting in March, it is our intention to assign our intellectual property to Carver Skateboards, Inc. as opposed to Azcast. On the report of our trademark application, the applicant was being referred to as "Azcast Products, Inc.".

Specifically, what actions are now necessary to make this transfer? Also, what about our pending patent in the name of Neil Stratton?

Thank you for your attention and I look forward to your response.

Kind regards,



Jeff Paynton  
Carver Skateboards, Inc.

Azcast Products, Inc.  
15350 Paseo de la Sierra, Suite A  
Cupertino, California, CA 95014  
Fax 626 - 835-8125  
TEL 626 - 330-2177

D. BRUCE PROUT  
RICHARD J. WARD, JR.  
LEROY T. RAHN  
WALTER G. MAXWELL  
WILLIAM P. CHRISTIE  
DAVID A. DILLARD  
THOMAS J. DALY  
VINCENT G. GIOIA  
THEODORE A. PIANKO  
EDWARD R. SCHWARTZ  
JOHN D. CARPENTER  
WESLEY W. MONROE  
DAVID A. PLUMLEY  
GREGORY S. LAMPERT  
JAMES E. DOROSHOW  
MARI GARCIA  
GRANT T. LANGTON  
SYED A. HASAN  
HAROLD E. WURST  
ROBERT A. GREEN  
HOWARD A. KROLL  
LAURENCE H. PRETTY  
ROBERT A. SCHROEDER  
RICHARD A. WALLEN  
MICHAEL J. MACDERMOTT  
ANNE WANG  
DANIEL R. KIMBELL  
CONSTANTINE MARANTIDIS  
CRAIG A. GELFOUND  
DANIEL M. CAVANAGH  
GARY J. NELSON  
KATHLEEN M. OLSTER  
JOSEPHINE E. CHANG  
JOEL A. KAUTH  
PATRICK Y. IKEHARA  
CHARLES R. HALLORAN  
RAYMOND R. TABANDEH  
PAUL B. HEYNSSENS  
GARY S. DUKARICH  
CYNTHIA A. BONNER, Ph.D.  
JOHN F. O'ROURKE'

JUN-YOUNG E. JEON  
MARC A. KARISH  
PETER A. NICHOLS  
PATRICK S. SCHOENBURG  
STEPHEN D. BURBACH  
HEIDI L. EISENHUT  
LEIGH O. LINDER  
DAVID B. SANDELANDS, JR.  
W. CASEY WALLS  
BRIAN K. BROOKLEY  
NICHOLAS J. PAULEY  
MARK J. MARCELLI  
DAVID J. STEELE  
JOHN W. PECK, Ph.D.  
BRIAN L. YATES  
GARY D. LUECK  
BRIAN D. MARTIN  
JAMES M. COLLISON

OF COUNSEL

R. WILLIAM JOHNSTON  
HAYDEN A. CARNEY  
RUSSELL R. PALMER, JR.  
RICHARD D. SEIBEL  
ROBERT L. TOMS, SR.  
THERESA W. MIDDLEBROOK  
RICHARD J. PACIULAN\*  
ALAN M. KINDRED

PATENT AGENTS

FRANK L. CIRE

TECHNICAL SPECIALISTS

ULESES C. HENDERSON, JR.  
DAVID J. BAILEY

\*ADMITTED ONLY IN PA, DC

\*\*ADMITTED ONLY IN MA

# CHRISTIE PARKER & HALE

LLP

Intellectual Property  
Lawyers

REPLY TO PASADENA

May 24, 2001

PASADENA OFFICE  
350 WEST COLORADO BOULEVARD  
SUITE 500  
PASADENA, CALIFORNIA 91105  
POST OFFICE BOX 7068  
PASADENA, CALIFORNIA 91109-7068  
TELEPHONE: (626) 795-9900  
FACSIMILE: (626) 577-8800  
E-MAIL: info@cph.com

ORANGE COUNTY OFFICE  
3501 JAMBOREE ROAD  
SUITE 6000  
NEWPORT BEACH, CALIFORNIA 92660  
TELEPHONE: (949) 476-0757  
FACSIMILE: (949) 476-8640

JAMES B. CHRISTIE (1904-1959)  
ROBERT L. PARKER (1920-1980)

OUR REFERENCE

A524:40230

Mr. Jeff Paynton  
CARVER SKATEBOARDS  
15350 Proctor Avenue  
Suite A  
City of Industry, California 91745

**Re: Assignment of Application for the Mark CARVER, Serial No. 76/119,671;  
Filed August 29, 2000 in the name of Azcast Products, Inc.**

Dear Jeff:

In answer to the inquiry in your letter of May 23, 2001, the step that needs to be taken now with respect to the patent and trademark applications is for Azcast Products, Inc. to assign both applications to Carver Skateboard, Inc.

We can prepare the assignments as soon as you authorize it. I estimate the cost for preparing each assignment to be \$250.00 plus the recording fees to be paid to the Patent and Trademark Office. The recording fees are \$40.00 for a patent assignment and \$40.00 for a trademark assignment.

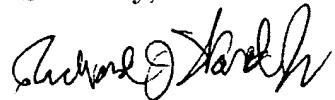
Naturally, we are reluctant to undertake any further work for Azcast/Carver because of the overdue receivable from your company in the amount of \$6,886.70. Of that amount, over \$6,000 has been due and owing for more than 90 days. Our unpaid statements date back to July 31, 2000. In our March meeting, you indicated that you would be addressing this situation. To date one payment of \$2,373.00 was received on March 19, 2001. I have also received promises from Eyerick Williamson on a number of occasions that the overdue amounts would be paid promptly and the account would be brought current.

Mr. Jeff Paynton  
CARVER SKATEBOARDS  
May 24, 2001  
Page 2

CHRISTIE  
PARKER  
& HALE  
LLP

I ask that this be done and that you send us a check covering the past due amounts, namely, \$6,886.70 together with your instructions with regard to the assignments.

Sincerely,



Richard J. Ward, Jr.

RJW/clb

cc: Theodore J. Fogliani, Esq.  
CLB PAS352913.1-\* 5/24/01 6:05 PM

# **Exhibit 57**

**From:** Neil Stratton <neilstratton@ca.rr.com>  
**Subject:** Carver West  
**Date:** April 15, 2008 6:28:39 PM PDT  
**To:** Carver Skateboards <carverskateboards@earthlink.net>  
**Cc:** greg falk <gregfalk@ca.rr.com>, mickey kook <mickey\_wave@hotmail.com>, ellen mcalister <ellen@ackinc.com>, jennifer wolf <jenwolf@ca.rr.com>

Hey guys,

Here is a non-prioritized list of reasons why the move needs to happen, and also why I think it needs to happen now.

1-It's already clear to everyone involved in Carver that it needs its' own dedicated space. The idea is to move shipping and receiving, warehouse and inventory, board assembly and sales and marketing. These are the Brand elements. Truck manufacturing remains at the foundry, where the set up is fine for now.

2-I've found a space. It's very reasonably priced at \$1 a square foot, available June 1st (we have access in May while they clean it up, and prepare the move), a little big, but not too much, near a good surf break, excellent skating hills, a skatepark, a cool ocean breeze and good food. This is a special place that will not be easy to replicate. Our good fortune is at our feet, and to overlook it is to squander another valuable and fortuitous resource.

3-Eyreick can no longer shoulder all of the company's needs, it results in overlooked details which cost money and credibility. If it's to truly shift this dynamic, it can no longer be on the East Side, where proximity will pull Eyréick back into it and make Neil's and Mickey's efforts much harder. We will spend the same months trying to figure out what's going on over there than setting up a new system from scratch. If it must move, it should be a location convenient to the other partners who will take on the new portion of responsibility.

4-Ellen has offered to not only return her growing international accounts and the Golden Goose of web sales, she also offered to come up here to train us in her shipping and Quickbooks methods and transfer the existing credit card account so we can get up and running quickly. This will supplement our income greatly with the high retail margins and immediate money of card sales.

5-Room to grow. If we intend on hitting some bigger numbers, the numbers that by all accounts we should be able to hit given the great response to our product in the market, we should not invest in a space that will soon feel tight and limit our growth or force another costly move. This space can handle millions of dollars in sales if we run it efficiently to capacity.

6-I will pay for the rent. Depending on how self-funding Carver can remain by shipping current orders and expecting some kind of summer bump, I can cover the entire rent for 6-12 months if necessary. We don't need fancy anything in the space, we can put together a place that will kick ass with what we've got plus a little (a new computer, a few tools) which I'll also pay for. Yea, we should get more stock, but I'm not willing to put my dough into just stock in the current situation. We need a line of credit right away (hello financial statements) to do that, not the cash I have to fund our much needed location upgrade.

7-This is the Brand location. We run a skate company, not a foundry. Location is key to recruiting great talent, a lot of which is here on the Westside. All the elements are in place, the building has the right character and will provide the perfect home for our surfskate company.

8-The foundry keeps the wrong hours. Up at 4, gone by 3 doesn't coincide with skate and surf shop hours, or what would be considered normal business hours where people call. We need a phone that gets answered when people are likelier to call. This is especially important now when we're pushing hard for new local shop sales. Any deferment of this aspect will perpetuate a perception that we're not ready and lose sales.

9-Summer is just starting. While this may seem like a poor time to move, in actuality the long days of summer are like time and a half days, where in 4 months our crew can accomplish 6 months worth of winter days. I get that it's a lot for us to take on, but up until now my time has been focused on product development, and I'm more than current with truck work, so technically you wouldn't be missing that much while I'm setting up the new space.

10-We have momentum. There is a great need to encourage the efforts of the team both new and old, to take advantage of an excitement to give the Brand a big push. This enthusiasm will deflate after months of the same old problems. We need this injection, and I can feel the support from everyone, the commitment beyond just the day's job. For us to birth this baby we need this extra, and this move into this space engenders that. This new positivism is hinged on change and will evaporate if not bottled now.

11-We have orders now that we can't ship. Far from the risky venture of moving without sales to support it, it looks like we need to move in order to get a handle on timely shipping. We've had this problem for years, so it's not likely to change without extreme

intervention. The cost of that intervention is the carborundum of life, wearing us down to stumps. I's speaking of driving freeways in traffic to work at a noisy, dirty, cave. I'll gladly pay \$3500 dollars a month so a whole bunch of us can work in paradise.

12-All good things are a risk. Is the risk reasonable, the payoff worth it? If I didn't think so I wouldn't be pushing so hard. There is an element to timing that needs to be seized. We currently have at least 5 knock-offs in 3 countries, and we can't afford to dilly dally. Postponing a move is letting the clock run out on a poor score. Since I believe that little movement can result from leaving all operations at El Monte, postponing the move is the same as letting our competitors gain on us, and in good probability, beat us to the front of the line. Again, since I don't believe that enough will change at the current location with piecemeal efforts (history is a powerful indicator), staying put is staying behind.

13-We can have board meetings on boards. How great to have a company located both to hills and surf? That desire Eyreick has expressed of getting in the water more will become a reality. We'll all benefit from the ocean.

Neil

# **Exhibit 58**

From: Neil Stratton <neilstratton@ca.rr.com>  
Subject: Meeting  
Date: May 21, 2008 12:11:13 PM PDT  
To: Carver Skateboards <carverskateboards@earthlink.net>

E,

I know we have a lot of current logistics to go over, but I also want to talk about the bigger picture, and how the changes currently underway will change the partnership. It is important that we are working under the same understanding about the future, so I believe this discussion needs to happen sooner rather than later. I'm sure none of this will come as a surprise, as the difficulties we are having are apparent to everyone.

AD

In order for me to properly run Carver, I need to have full control. I don't agree with the current approach to any aspect of management or production, and I don't feel that there is flexibility to adapt to new strategies or an openness to relinquish control. Just like you needed to have a larger share and the ability to make executive decisions and implement them according to your plans when you took on general management of the brand, I too need to have that overarching control if I'm going to put my personal assets on the line and drive the company from now on. Currently there are too many ways in which our approach to management is at odds, and I don't see a way to work around them. My role is to do what's best for Carver, and in my opinion that is to start the company over from scratch with new management and new systems.

I don't want to have any part-time employees in management, as I will require that there is full-time availability and accountability for the tasks that need to be accomplished and I will not accept other work demands on the employees outside Carver. Your current obligations determine that you focus on the foundry you just bought, and Carver will still need castings from EMNFF. If Carver remains a principle EMNFF account, Carver will expect that the foundry will provide well-made parts from an efficiently run foundry. I would think that the lesson of Focus has been learned by now, and that running the foundry properly and ensuring its' health and growth is recognized as a full time activity. Supplying Carver with the castings it will need on time and with the quality it will demand will necessitate this. You have taken it on and you need to give EMNFF what it deserves.

I propose that we implement an exit strategy that determines a valuation of the company and exercise a buy-out option for the shares you own. This will create a clean break and give me the full control I need to assume the risk and responsibility of running the brand. We can figure out how to pay off debts that are personally guaranteed by you in the exit strategy.

Here's a rough timeline:

- Neil assumes CEO position immediately
- Eyreick helps with transition of all information and needs during switch
- Partners establish agreeable valuation for Carver and implement exit strategy buyout
- EMNFF location continues to produce and ship current orders through June/July
- EMNFF continues to produce trucks through July/August
- EMNFF continues to provide castings for Carver once machining is set up at new shop

# **Exhibit 59**

**Hodas, Joshua**

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**From:** Neil Stratton <neil@carverskateboards.com>  
**Sent:** Thursday, May 10, 2012 4:09 PM  
**To:** Speiss, Thomas  
**Cc:** Carver Skateboards  
**Subject:** Fwd: Patent Reassignment

Begin forwarded message:

**From:** Neil Stratton <neil@carverskateboards.com>  
**Date:** April 7, 2010 5:43:17 PM PDT  
**To:** Marcus Risso <mrisso@topemckay.com>  
**Subject:** Patent Reassignment

Marcus,

We're reassigning the original Carver truck patent right now because the as you know the old corporation has been dissolved. My question is who best to assign it to, me or the new corp. I was going to assign it to me, the inventor on record, but Im wondering whether I would be more liable in a lawsuit situation if someone were to get hurt riding a Carver and they sued us. Or what would happen if I died, and whether that would be a problem for the company. What do you think? We just want to do the smartest thing.

Also, I haven't forgotten about our bill, I've just been wrapping up the deal with the other patent attorneys we discussed and we just settled last week, so we're catching our breath on other work and expenditures. I will address Tope-McKay next during this month, thanks for your patience.

Neil

## Hodas, Joshua

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**From:** Neil Stratton <neil@carverskateboards.com>  
**Sent:** Thursday, May 10, 2012 4:10 PM  
**To:** Speiss, Thomas  
**Cc:** Carver Skateboards  
**Subject:** Fwd: Patent Reassignment

Begin forwarded message:

**From:** "Marcus Risso" <[mrisso@topemckay.com](mailto:mrisso@topemckay.com)>  
**Date:** April 8, 2010 9:04:36 AM PDT  
**To:** "Neil Stratton" <[neil@carverskateboards.com](mailto:neil@carverskateboards.com)>  
**Subject:** RE: Patent Reassignment

Hi Neil,

If someone gets hurts, they can sue anybody. If you no longer own the patent, it is less likely that you will be sued. I would recommend assigning it to the corporation.

Alternatively, if you had the resources, you could create a separate holding company that revocably licensed it to Carver. That way, if Carver should go under or have any other problems, it is not an asset of Carver that can be sought by creditors and the patent remains owned by the holding company.

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Marcus Luis Risso, Esq.  
TOPE-MCKAY & ASSOCIATES  
23852 Pacific Coast Highway #311  
Malibu, Ca 90265  
Tel.: 310-266-5663  
Personal fax: 310-861-0344  
e-mail: [mrisso@topemckay.com](mailto:mrisso@topemckay.com)

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-----Original Message-----

From: Neil Stratton [mailto:[neil@carverskateboards.com](mailto:neil@carverskateboards.com)]

Sent: Wednesday, April 07, 2010 5:43 PM

To: Marcus Risso

Subject: Patent Reassignment

Marcus,

We're reassigning the original Carver truck patent right now because the as you know the old corporation has been dissolved. My question is who best to assign it to, me or the new corp. I was going to assign it to me, the inventor on record, but Im wondering whether I would be more liable in a lawsuit situation if someone were to get hurt riding a Carver and they sued us. Or what would happen if I died, and whether that would be a problem for the company. What do you think? We just want to do the smartest thing.

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Neil